Mod. Appls. Argued & Subd. for Defts
Mode to Defts. Strayne 16

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~201~~ 133

WILLIAM B. MORRIS, PLAINTIFF IN ERROR,

vs.

SAM'L SHRINER, DELANY STEWART, SARAH McELVAINE, AND LEVI H. SHRINER.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS.

FILED NOVEMBER 18, 1867.

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a UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the judges of the Circut Court of the United States for the southern district of Illinois, greeting:

Because in the record and proceedings, as also in the rendition of judgment, in a plea which is in the said Circuit Court before you, or some of you, between William B. Morris, plaintiff, and Samuel Shriner, Delany Stewart, Sarah McElvaine, and Levi H. Shriner, defendants, it is alleged that manifest error hath happened to the great damage of the said plaintiff, William B. Morris, as by his complaint appears, and it being fit that the error, if any there hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be therein given, that then, under the seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further done therein to correct that error, what of right, and according to the law and custom of the United States, should be done.

Witness the Hon. Salmon P. Chase, Chief Justice of the Supreme Court of the United States of America, at Washington, this nineteenth day of August, in the year of our Lord one thousand eight hundred and sixty-seven, and of our independence the ninety-second.

[SEAL.] J. A. JONES, *Clerk.*

The answer of the judges of the Circuit Court of the United States for the southern district of Illinois to the foregoing writ; the record and proceedings, whereof mention is therein made follow, in these words and figures, to wit:

b UNITED STATES OF AMERICA, *ss:*

To Samuel Shriner, Delany Stewart, Sarah McElvaine, and Levi H. Shriner, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the Circuit Court of the United States for the southern district of Illinois, wherein William B. Morris is plaintiff and you are defendants in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness Samuel H. Treat, judge of the United States for the southern district of Illinois, and one of the judges of the Circuit Court

of the United States for said district, this nineteenth of August, in the year of our Lord one thousand eight hundred and sixty-seven, and of our independence the ninety-second.

S. H. TREAT.

STATE OF ILLINOIS, *McDonough County:*

This affiant, first being duly sworn, deposeth and saith that he served the within citation personally on each of the following named persons, by leaving a true copy of the same with each of them, and showing them the original, viz:

On Samuel Shriner, on the 24th day of September, 1867; Delany Stewart, not found in the county; Sarah McIlvaine, on the 24th day of September, 1867; Levi H. Shriner, on the 24th day of September, 1867, being the same persons mentioned in said citation.

WILLIAM WILSON,
Deputy Sheriff.

Subscribed and sworn to before me, a notary public in and for said county, this 24th day of September, 1867.

Witness my hand and seal of office this 24th day of September, 1867.

WILLIAM E. WITHEROW, *N. P.*

Sheriff's fees:	Service	3 00
	Mileage	2 40
Total		5 40

STATE OF ILLINOIS, *Moultrie County :*

This affiant, first being duly sworn, deposeth and saith that he served the within citation personally on Delany Stewart, on the 14th day of October, 1867, by leaving a true copy of the same with him and showing him the original.

THOMAS H. CARTER,
Sheriff Moultrie County, Ill.

Subscribed and sworn to before me, a notary public in and for said county, this 14th day of October, 1867.

Witness my hand and official seal this 14th day of October, A. D. 1867.

A. N. SMYSER, *N. P.*

Sheriff's fees:	Service	$1 00
	Mileage	2 00
Total		3 00

Endorsed: No. 281. Circuit Court of the United States, southern district of Illinois. William B. Morris *vs.* Samuel Shriner, De-

lany Stewart, Sarah McIlvaine, and Levi H. Shriner. Filed 13th Nov'r, 1867. Citation.

1 Pleas in the Circuit Court of the United States of America for the southern district of Illinois, held in the city of Springfield, in said district, before the Hon. Samuel H. Treat, district judge of said district, and in the absence of the Hon. David Davis, one of the justices of the Supreme Court of the United States of America, pro tempore, sole judge of said Circuit Court, on Wednesday, the eleventh day of July, in the June term of said court, in the year of our Lord one thousand eight hundred and sixty-six, and of our independence the ninety-first.

J. A. JONES, *Clerk.*

WILLIAM B. MORRIS *v.* SAMUEL SHRINER, DELANY STEWART, SARAH McELVAINE, and LEVI H. SHRINER.	In ejectment.—Four cases consolidated.

SOUTHERN DISTRICT OF ILLINOIS, *ss:*

William B. Morris, plaintiff, who is a citizen of the State of Massachusetts, puts in his place James C. Conkling, esq., his attorney, against Samuel Shriner in one suit, against Delany Stewart in
2 a second suit, against Sarah McElvaine in a third suit, and against Levi H. Shriner in a fourth suit, all defendants, residents and citizens of the State of Illinois and of said district, and against each defendant separately, as above stated, in a plea of trespass and ejectment.

Samuel Shriner, defendant in one suit, Delany Stewart, defendant in a second suit, Sarah McElvaine, defendant in a third suit, and Levi H. Shriner, defendant in a fourth suit, as aforesaid, put in their place G. Barrere, esq., their attorney, severally in each suit aforesaid, each at the suit of the plaintiff in the plea aforesaid, each answering separately to separate declarations.

SOUTHERN DISTRICT OF ILLINOIS, *ss:*

Be it remembered, that heretofore, to wit, on the tenth day of June, in the year of our Lord one thousand eight hundred and sixty-five, came the said plaintiff, by his said attorney, and filed in open court his several declarations in ejectment against Samuel Shriner in one suit, against Delany Stewart in a second suit, against Sarah McElvaine in a third suit, and against Levi H. Shriner in a fourth suit, all defendants in said suits as aforesaid, together with a notice in writing attached to each of said declarations, and also an affidavit to each of said declarations and notices of a due service of a
3 true copy of said declarations and notices upon the defendants in each suit, and also at the same time filed his separate bond for costs in each cause as aforesaid, which said bonds, declarations, notices, and affidavits are, in each case separately, in the words and figures following, to wit:

Circuit Court.—June term, A. D. 1865.

WILLIAM B. MORRIS
v.
SAMUEL SHRINER. } In ejectment.

UNITED STATES OF AMERICA,
Southern Disirict of Illinois, ss:

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay, or cause to be paid, all costs which may accrue in this action, either to the opposite party or to any of the officers of this court, in pursuance of the laws of this State and of the United States.

Dated this tenth day of June, 1865.

JAMES C. CONKLING.

Endorsed: Filed June 10, A. D. 1865. P. P. Enos, clerk.

United States Circuit Court.—June term, A. D. 1865.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

4 William B. Morris, who is a citizen of the State of Massachusetts, by James C. Conkling, his attorney, complains of Samuel Shriner, who is a citizen of the State of Illinois in a plea of trespass and ejectment. For that whereas, heretofore, to wit, on the fifteenth day of February, in the year eighteen hundred and sixty-five, (A. D. 1865,) at and within the county of McDonough, in the said State of Illinois, the said plaintiff was possessed as of his own demense, in fee simple, of a certain tract or parcel of land, with the appurtenances, situate in the county of McDonough, in the said State of Illinois, and described as follows, to wit: The east half of the northwest quarter of section ten, (10,) township six (6) north, of range two (2) west of 4th principal meridian, which said premises exceed in value the sum of five hundred dollars, and which the plaintiff claims in fee simple.

And the said plaintiff being so possessed thereof, the said defendant, afterwards, to wit, on the same day and year last aforesaid, entered into the said premises and ejected the said plaintiff therefrom; and from the time last aforesaid hath unlawfully withheld, and doth now unlawfully withhold from the said plaintiff the possession thereof, to the damage of the said plaintiff of the sum of five hundred dollars, and therefore he brings suit, etc.

JAMES C. CONKLING,
Att'y for Plaintiff.

[50-ct. rev. stamp.]

5 To Samuel Shriner, the above-named defendant:

You are hereby notified that the declaration, with a copy of which you are now herewith served, and to which this notice is attached, will be filed in the Circuit Court of the United States for

the southern district of Illinois, on the second day of the June term, A. D. 1865, and that upon filing the same a rule will be entered, requiring you to appear and plead to the said declaration within twenty days after the entry of said rule, and that if you neglect so to appear and plead, a judgment by default will be entered against you, and the plaintiff will recover possession of the premises specified in said declaration.

Dated this 17th day of February, A. D. 1865.

JAMES C. CONKLING,
Att'y for Plaintiff.

Endorsed: Filed June 10th, 1865. P. P. Enos, clerk.

STATE OF ILLINOIS, *McDonough County:*

This affiant, first being duly sworn, deposeth and says, that on the 7th day of April, 1865, he served the within declaration and notice on Samuel Shriner by delivering a copy thereof to him, and that said Samuel Shriner was then in the occupancy of the premises described in said declaration.

6 G. L. FARWELL.

Subscribed and sworn to before me this 11th day of April, 1865.
[L. S.] C. F. WHEAT, *N. P.*

Endorsed: Filed June 10th, 1865. P. P. Enos, clerk.

Circuit Court.—June term, A. D. 1865.

WILLIAM B. MORRIS
vs. } In ejectment.
DELANY STEWART.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay, or cause to be paid, all costs which may accrue in this action, either to the opposite party or to any of the officers of this court, in pursuance of the laws of this State and of the United States.

Dated this tenth day of June, 1865.

JAMES C. CONKLING.

Endorsed: Filed June 10th, 1865. P. P. Enos, clerk.

United States Circuit Court.—June term, A. D. 1865.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

6½ SPRINGFIELD, ILLINOIS, *Oct.* 17, 1867.

DEAR SIR: I just mailed you transcript in case of Morris *vs.* Shriner, and I believe I omitted rev. stamp on certificate.

Inclosed please find stamp, which you will please attach and cancel, and greatly oblige me. I suppose, before docketing transcript,

you require bond for costs or deposit of money. Mr. Conkling, the plaintiff's attorney, resides here, and will file bond unless he forgets.

Please advise me of receipt of transcript, and if I did neglect the stamp.

Truly yours,

J. A. JONES, *Clerk,*
Cir. C't, U. S. South. D. of Ill's.

7 William B. Morris, who is a citizen of the State of Massachusetts, by James C. Conkling, his attorney, complains of Delany Stewart, who is a citizen of the State of Illinois, in a plea of trespass and ejectment. For that whereas, heretofore, to wit, on the fifteenth day of February, in the year eighteen hundred and sixty-five, (A. D. 1865,) at and within the county of McDonough and said State of Illinois, the said plaintiff was possessed as of his own demense in fee simple of a certain tract or parcel of land, with the appurtenances, situate in the county of McDonough, in the said State of Illinois, and described, as follows, to wit: The west half of the northwest quarter of section ten, (10,) township six (6) north, of range two (2) west of 4th principal meridian, which said premises exceed in value the sum of five hundred dollars, and which the said plaintiff claims in fee simple.

And the said plaintiff, being so possessed thereof, the said defendant, afterwards, to wit, on the same day and year last aforesaid, entered into the said premises, and ejected the said plaintiff therefrom, and from the time last aforesaid hath unlawfully withheld, and doth now unlawfully withhold, from the said plaintiff the possession thereof, to the damage of the said plaintiff of the sum of five hundred dollars, and therefore he brings suit, etc.

JAMES C. CONKLING,
Att'y for Plaintiff.

[50-ct. rev. stamp.]

8 To Delany Stewart, the above-named defendant:

You are hereby notified that the declaration, with a copy of which you are now herewith served, and to which this notice is attached, will be filed in the Circuit Court of the United States for the southern district of Illinois, on the second day of the next June term, A. D. 1865, and that upon filing the same a rule will be entered, requiring you to appear and plead to the said declaration within twenty days after the entry of said rule, and that if you neglect so to appear and plead, a judgment by default will be entered against you, and the plaintiff will recover possession of the premises specified in said declaration.

Dated this 17th day of February, A. D. 1865.

JAMES C. CONKLING,
Att'y for Plaintiff.

Endorsed: Filed June 10th, 1865. P. P. Enos, clerk.

STATE OF ILLINOIS, *McDonough County, ss:*

This affiant, first being duly sworn, deposeth and saith, that on the 10th day of April, 1865, he served the within declaration and notice on Delany Stewart by delivering a copy thereof to him, and that said Delany Stewart was then in the occupancy of the
9 premises described in said declaration.

G. L. FARWELL.

Subscribed and sworn to before me this 11th day of April, 1865.

[SEAL.] C. F. WHEAT, *N. P.*

Endorsed: Filed June 10, 1865. P. P. Enos, clerk.

Circuit Court.—June Term, A. D. 1865.

WILLIAM B. MORRIS
v.
SARAH MCELVAINE. } In ejectment.

THE UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay, or cause to be paid, all costs which may accrue in this action, either to the opposite party or to any of the officers of this court, in pursuance of the laws of this State and of the United States.

Dated this tenth day of June, 1865.

JAMES C. CONKING.

Endorsed: Filed June 10, A. D. 1865. P. P. Enos, clerk.

United States Circuit Court.—June term, A. D. 1865.

UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

10 William B. Morris, who is a citizen of the State of Massachusetts, by James C. Conkling, his attorney, complains of Sarah McElvaine, who is a citizen of the State of Illinois, in a plea of trespass and ejectment. For that whereas heretofore, to wit, on the fifteenth day of February, in the year eighteen hundred and sixty-five, (A. D. 1865,) at and within the county of McDonough and said State of Illinois, the said plaintiff was possessed as of his own demense, in fee simple, of a certain tract or parcel of land, with the appurtenances, situate in the county of McDonough, in the said State of Illinois, and described, as follows, to-wit: The east half of the northeast quarter of section ten, (10,) township six (6) north, of range two (2) west of the 4th principal meridian, which said premises exceed in value the sum of five hundred dollars, and which the said plaintiff claims in fee-simple.

And the said plaintiff being so possessed thereof, the said defendant, afterwards, to-wit, on the same day and year last aforesaid, entered into the said premises and ejected the said plaintiff therefrom; and from the time last aforesaid hath unlawfully withheld, and doth now unlawfully withhold, from the said plaintiff the possession thereof, to the damage of the said plaintiff of the sum of five hundred dollars, and therefore he brings suit, etc.

JAMES C. CONKLING,
Att'y for Plaintiff.

[50-ct. rev. stamp.]

11 To Sarah McElvaine, the above-named defendant:

You are hereby notified that the declaration, with a copy of which you are now herewith served, and to which this notice is attached, will be filed in the Circuit Court of the United States for the southern district of Illinois, on the second day of the June term, A. D. 1865, and that upon filing the same a rule will be entered requiring you to appear and plead to the said declaration within twenty days after the entry of said rule, and that if you neglect so to appear and plead a judgment, by default, will be entered against you, and the plaintiff will recover possession of the premises specified in said declaration.

Dated this 17th day of February, A. D. 1865.

JAMES C. CONKLING,
Att'y for Plaintiff.

STATE OF ILLINOIS, *McDonough county:*

This affiant first being duly sworn, deposeth and saith, that on the 7 day of April, 1865, he served the within declaration and notice on Sarah McElvaine, by delivering a copy thereof to her, and that said Sarah McElvaine was then in the occupancy of the premises described in said declaration.

G. L. FARWELL.

Subscribed and sworn to before me this 11 day of April, 1865.
[SEAL.] C. F. WHEAT, *N. P.*

12 Endorsed: Filed June 10th, 1865. P. P. Enos, clerk.

Circuit Court.—June term, A. D. 1865.

WILLIAM B. MORRIS
v.
LEVI H. SHRINER. } In ejectment.

UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay, or cause to be paid, all costs

which may accrue in this action, either to the opposite party or to any of the officers of this court, in pursuance of the laws of this State and of the United States.

Dated this tenth day of June, 1865.

JAMES C. CONKLING.

Endorsed: Filed June 10, 1865. P. P. Enos, clerk.

United States Circuit Court.—June term, A. D. 1865.

UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

William B. Morris, who is a citizen of the State of Massachusetts, by James C. Conkling, his attorney, complains of Levi H. Shriner,
13 who is a citizen of the State of Illinois, in a plea of trespass and ejectment. For that whereas heretofore, to wit, on the fifteenth day of February, in the year eighteen hundred and sixty-five, (A. D. 1865,) at and within the county of McDonough and said State of Illinois, the plaintiff was possessed of his own demense, in fee simple, of a certain tract or parcel of land, with the appurtenances, situate in the county of McDonough, in the said State of Illinois, and described as follows, to wit: The west half of the northeast quarter of section ten, (10,) township six (6) north, of range two (2) west of 4th principal meridian, which said premises exceed, in value, the sum of five hundred dollars, and which the said plaintiff claims in fee simple.

And the said plaintiff, being so possessed thereof, the said defendant afterwards, to wit, on the same day and year last aforesaid, entered into the said premises and ejected the said plaintiff therefrom, and from the time last aforesaid hath unlawfully withheld, and doth now unlawfully withhold, from the said plaintiff, the possession thereof, to the damage of the said plaintiff of the sum of five hundred dollars, and therefore he brings suit, etc.

JAMES C. CONKLING,
Att'y for Plaintiff.

[50-ct. rev. stamp.]

To Levi Shriner, the above-named defendant:

You are hereby notified that the declaration, with a copy of which
14 you are now herewith served, and to which this notice is attached, will be filed in the Circuit Court of the United States for the southern district of Illinois, on the second day of the June term, A. D. 1865, and that upon filing the same a rule will be entered requiring you to appear and plead to the said declaration within twenty days after the entry of said rule; and that if you neglect so to appear and plead, a judgment, by default, will be entered against you, and the plaintiff will recover possession of the premises specified in said declaration.

Dated this 17th day of February, 1865.

JAMES C. CONKLING,
Att'y for Plaintiff.

Endorsed: Filed June 10, 1865. P. P. Enos, clerk.

And the said plaintiff being so possessed thereof, the said defendant, afterwards, to-wit, on the same day and year last aforesaid, entered into the said premises and ejected the said plaintiff therefrom; and from the time last aforesaid hath unlawfully withheld, and doth now unlawfully withhold, from the said plaintiff the possession thereof, to the damage of the said plaintiff of the sum of five hundred dollars, and therefore he brings suit, etc.

JAMES C. CONKLING,
Att'y for Plaintiff.

[50-ct. rev. stamp.]

11 To Sarah McElvaine, the above-named defendant:

You are hereby notified that the declaration, with a copy of which you are now herewith served, and to which this notice is attached, will be filed in the Circuit Court of the United States for the southern district of Illinois, on the second day of the June term, A. D. 1865, and that upon filing the same a rule will be entered requiring you to appear and plead to the said declaration within twenty days after the entry of said rule, and that if you neglect so to appear and plead a judgment, by default, will be entered against you, and the plaintiff will recover possession of the premises specified in said declaration.

Dated this 17th day of February, A. D. 1865.

JAMES C. CONKLING,
Att'y for Plaintiff.

STATE OF ILLINOIS, *McDonough county:*

This affiant first being duly sworn, deposeth and saith, that on the 7 day of April, 1865, he served the within declaration and notice on Sarah McElvaine, by delivering a copy thereof to her, and that said Sarah McElvaine was then in the occupancy of the premises described in said declaration.

G. L. FARWELL.

Subscribed and sworn to before me this 11 day of April, 1865.
[SEAL.] C. F. WHEAT, *N. P.*

12 Endorsed: Filed June 10th, 1865. P. P. Enos, clerk.

Circuit Court.—June term, A. D. 1865.

WILLIAM B. MORRIS
v.
LEVI H. SHRINER. } In ejectment.

UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay, or cause to be paid, all costs

which may accrue in this action, either to the opposite party or to any of the officers of this court, in pursuance of the laws of this State and of the United States.

Dated this tenth day of June, 1865.

JAMES C. CONKLING.

Endorsed: Filed June 10, 1865. P. P. Enos, clerk.

United States Circuit Court.—June term, A. D. 1865.

UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

William B. Morris, who is a citizen of the State of Massachusetts, by James C. Conkling, his attorney, complains of Levi H. Shriner,
13 who is a citizen of the State of Illinois, in a plea of trespass and ejectment. For that whereas heretofore, to wit, on the fifteenth day of February, in the year eighteen hundred and sixty-five, (A. D. 1865,) at and within the county of McDonough and said State of Illinois, the plaintiff was possessed of his own demense, in fee simple, of a certain tract or parcel of land, with the appurtenances, situate in the county of McDonough, in the said State of Illinois, and described as follows, to wit: The west half of the northeast quarter of section ten, (10,) township six (6) north, of range two (2) west of 4th principal meridian, which said premises exceed, in value, the sum of five hundred dollars, and which the said plaintiff claims in fee simple.

And the said plaintiff, being so possessed thereof, the said defendant afterwards, to wit, on the same day and year last aforesaid, entered into the said premises and ejected the said plaintiff therefrom, and from the time last aforesaid hath unlawfully withheld, and doth now unlawfully withhold, from the said plaintiff, the possession thereof, to the damage of the said plaintiff of the sum of five hundred dollars, and therefore he brings suit, etc.

JAMES C. CONKLING,
Att'y for Plaintiff.

[50-ct. rev. stamp.]

To Levi Shriner, the above-named defendant:

You are hereby notified that the declaration, with a copy of which you are now herewith served, and to which this notice is at-
14 tached, will be filed in the Circuit Court of the United States for the southern district of Illinois, on the second day of the June term, A. D. 1865, and that upon filing the same a rule will be entered requiring you to appear and plead to the said declaration within twenty days after the entry of said rule; and that if you neglect so to appear and plead, a judgment, by default, will be entered against you, and the plaintiff will recover possession of the premises specified in said declaration.

Dated this 17th day of February, 1865.

JAMES C. CONKLING,
Att'y for Plaintiff.

Endorsed: Filed June 10, 1865. P. P. Enos, clerk.

STATE OF ILLINOIS, *McDonough County:*

This affiant being first duly sworn, deposeth and saith, that on the 7th day of April, 1865, he served the within declaration and notice on Levi H. Shriner, by delivering a copy thereof to him, and that said Levi H. Shriner was then in the occupancy of the premises described in said declaration.

G. L. FARWELL.

Subscribed and sworn to before me this 11th day of April, 1865.
[L. S.] C. F. WHEAT, *N. P.*

15 Endorsed: Filed June 10, 1865. P. P. Enos, clerk.

And thereupon the following proceedings were had in said court in each of said entitled causes, and entered of record, to wit:

WILLIAM B. MORRIS *vs.* SAMUEL SHRINER. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and files his declaration in ejectment against the defendant, together with a notice in writing thereto attached, and also an affidavit of a due service of a true copy of said declaration and notice upon the defendant, and upon reading and filing the same:

It is ordered by the court, on motion of the plaintiff by his attorney, that the cause be docketed, and the defendant be ruled to plead thereto within twenty days, or that his default be entered.

And, on like motion, it is further ordered that this cause be continued.

WILLIAM B. MORRIS *vs.* DELANY STEWART. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attor-
16 ney, and files his declaration in ejectment against the defendant, together with a notice in writing thereto attached, and also an affidavit of a due service of a true copy of said declaration and notice upon the defendant, and upon reading and filing the same:

It is ordered by the court, on motion of the plaintiff by his attorney, that the cause be docketed, and the defendant be ruled to plead thereto within twenty days, or that his default be entered. And on like motion it is further ordered that this cause be continued.

WILLIAM B. MORRIS *vs.* SARAH B. MCELVAINE. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and files his declaration in ejectment against the defendant, together with a notice in writing thereto attached, and also an affidavit of a due

service of a true copy of said declaration and notice upon the defendant, and upon reading and filing the same.

It is ordered by the court, on motion of the plaintiff by his attorney, that the cause be docketed, and the defendant be ruled to plead thereto within twenty days, or that her default be entered. And, on like motion, it is further ordered that this cause be continued.

17 WILLIAM B. MORRIS } In ejectment.
v.
LEVI H. SHRINER. }

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and files his declaration in ejectment against the defendant, together with a notice in writing thereto attached, and also an affidavit of a due service of a true copy of said declaration, and notice upon the defendant, and upon reading and filing the same:

It is ordered by the court, on motion of the plaintiff by his attorney, that the cause be docketed, and the defendant be ruled to plead thereto within twenty days, or that his default be entered. And on like motion, it is further ordered that this cause be continued.

And afterwards, to wit, on the thirteenth day of June, in the year last aforesaid, came each of said defendants severally, by G. Barrere, esq., their and each of their attorney, and filed in said clerk's office their separate pleas in each of said causes, wherein they were defendants, and which said pleas are in the words and figures following, to wit:

United States Circuit Court.—June Term, A. D. 1865.

18 WILLIAM B. MORRIS } In ejectment.
v.
SAMUEL SHRINER. }

UNITED STATES OF AMERICA,
Southern District of Illinois:

And the said defendant, Samuel Shriner, by G. Barrere, by his attorney, comes and defends the force and injury when, &c., and says that is not guilty of the said supposed trespasses and ejectment above laid to his charge, or any part thereof, in manner and form as the said plaintiff, William B. Morris, has above thereof complained against him. And of this he puts himself upon the country, &c.

G. BARRERE,
Att'y for Def't.

And plaintiff doth the like.

JAMES C. CONKLING, *P. G.*

Endorsed: Filed June 13, 1865. P. P. Enos, clerk.

United States Circuit Court.—June term, A D. 1865.

WILLIAM B. MORRIS
v.
DELANY STEWART. } In ejectment.

UNITED STATES OF AMERICA,
Southern District of Illinois:

And the said defendant, Delany Stewart, by G. Barrere, comes and defends the force and injury when, &c., and says that he
19 is not guilty of the said supposed trespasses and ejectment above laid to his charge, or any part thereof, in manner and form as the said plaintiff, William B. Morris, has above thereof complained against him. And of this the said defendant puts himself upon the country, &c.

G. BARRERE,
Att'y for Def't.

Endorsed: Filed June 13, 1865. P. P. Enos, clerk.

United States Circuit Court.—June term, A. D. 1865

WILLIAM. B. MORRIS
v.
SARAH MCELVAINE. } In ejectment.

UNITED STATES OF AMERICA,
Southern District of Illinois:

And the said defendant, Sarah McElvaine, by her attorney, G. Barrere, comes and defends the force and injury when, &c., and says that she is not guilty of the said supposed tresspasses and ejectment as to the southeast quarter of the northeast quarter of section ten, (10,) in township six (6) north, of range two (2) west of the fourth principal meridian, situate, in the county of McDonough and State of Illinois, as above laid to her charge, or any part thereof, in manner and form as the said plaintiff has above thereof complained against her. And as to the residue of the said premises as described
20 in the said plaintiff's declaration, she disclaiming any and all rights, title, or claim thereto. And of this the said defendant puts herself upon the country, &c.

G. BARRERE,
Att'y for Def't.

Endorsed: Filed June 13, 1865. P. P. Enos, clerk.

United States Circuit Court.—June term, A. D. 1865.

WILLIAM B. MORRIS
v.
LEVI H. SHRINER. } In ejectment.

UNITED STATES OF AMERICA,
Southern District of Illinois:

And the said defendant, Levi H. Shriner, by G. Barrere, his attorney, comes and defends the force and injury when, &c., and says that he is not guilty of the said supposed trespasses and ejectment above laid to his charge, or any part thereof, in manner and form as the said plaintiff has above thereof complained against him. And of this the said defendant puts himself upon the country &c.

G. BARRERE,
Att'y for Def't.

Endorsed: Filed June 13, 1865. P. P. Enos, clerk.

And afterwards, to wit, on the twenty-fifth day of January,
21 in the year of our Lord one thousand eight hundred and sixty-six, in the January term of said court, the further following proceedings were had in said court in each of said respective entitled causes, and entered of record, to wit:

WILLIAM B. MORRIS
v.
SAMUEL SHRINER. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and also the defendant, by Messrs. Grimshaw and Barrere, his attorneys, and issue being joined by agreement, and stipulation filed, they waive the intervention of a jury and for trial put themselves upon the court; and after proceeding with the trial of the cause until the hour of adjournment without concluding the same, it is ordered that the further trial thereof be postponed until to-morrow morning.

WILLIAM B. MORRIS
v.
DELANY STEWART. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney and also the defendant, by Messrs. Grimshaw and Barrere, his attorneys, and issue being joined by agreement and stipulation filed they waive
the intervention of a jury, and for trial put themselves upon
22 the court; and after proceeding with the trial of the cause until the hour of adjournment, without concluding the same, it is ordered that the further trial thereof be postponed until to-morrow morning.

WILLIAM B. MORRIS
v.
SARAH MCELVAINE. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and also the defendant, by Messrs. Grimshaw and Barrere, her attorneys, and issue being joined by agreement and stipulation filed they waive the intervention of a jury and for trial put themselves upon the court, and after proceeding with the trial of the cause until the hour of adjournment, without concluding the same, it is ordered that the further trial thereof be postponed until to-morrow morning.

WILLIAM B. MORRIS
v.
LEVI H. SHRINER. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and also the defendant, by Messrs. Grimshaw and Barrere, his attorneys, and issue being joined by agreement and stipulation filed they waive
the intervention of a jury and for trial put themselves upon
23 the court; and after proceeding with the trial of the cause
until the hour of adjournment, without concluding the same, it is ordered that the further trial thereof be postponed until to-morrow morning.

And afterwards, to wit, on the twenty-sixth day of January, in the term and year last aforesaid, the following further proceedings were had in said court, in each of said entitled causes, and entered of record, to wit:

WILLIAM B. MORRIS
v.
SAMUEL SHRINER. } In ejectment.

Now come again the parties, by their respective attorneys, and the court having heard the arguments of counsel in this cause, not being sufficiently advised in the premises, takes time to consider.

WILLIAM B. MORRIS
v.
DELANY STEWART. } In ejectment.

Now come again the parties, by their respective attorneys, and the court having heard the arguments of counsel in this cause, not being sufficiently advised in the premises, takes time to consider.

24 WILLIAM B. MORRIS
v.
SARAH MCELVAINE. } In ejectment.

Now come again the parties, by their respective attorneys, and the court having heard the arguments of counsel in this cause, not being sufficiently advised in the premises, takes time to consider.

WILLIAM B. MORRIS
v.
LEVI H. SHRINER. } In ejectment.

Now come again the parties, by their respective attorneys, and the court having heard the arguments of counsel in this cause, not being sufficiently advised in the premises, takes time to consider.

And afterwards, to wit, on Thursday the eighth day of February, in the term and year last aforesaid, the following further proceedings were heard in said court, in each of the said respective entitled causes, and entered of record, to wit:

WILLIAM B. MORRIS
v.
SAMUEL SHRINER. } In ejectment.

25 Now come again the parties, by their respective attorneys, and the court being now sufficiently advised in the premises finds the issue herein for the defendant, and finds that the defendant is not guilty of the trespasses in ejectment herein complained of. Whereupon it is considered and adjudged by the court, that defendant go hence without day, and that the defendant recover of and from the plaintiff the costs by him in this behalf expended, amounting to the sum of twenty-three dollars and sixty ($23 60) cents, and that he have execution therefor. And thereupon, on motion of the plaintiff, by his attorney, it is ordered by the court, that a new trial be awarded to said plaintiff, upon his paying the costs taxed herein, within ninety days.

WILLIAM B. MORRIS
vs.
DELANY STEWART. } In ejectment.

Now come again the parties, by their respective attorneys, and the court being now sufficiently advised in the premises finds the issue herein for the defendant, and finds that the defendant is not guilty of the trespasses in ejectment herein complained of. Whereupon, it is considered and adjudged by the court, that the defendant go hence without day, and that the defendant recover of and from the
26 plaintiff the costs by him in this behalf expended, amounting to the sum of twenty-seven dollars and sixty cents, and that he have execution therefor.

And thereupon, on motion of the plaintiff, by his attorney, it is ordered by the court, that a new trial be awarded to said plaintiff, upon his paying the costs herein, within ninety days.

WILLIAM B. MORRIS
vs.
SARAH MCELVAINE. } In ejectment.

Now come again the parties by their respective attorneys, and the court being now sufficiently advised in the premises finds the issue

herein for the defendant, and that the defendant is not guilty of the trespasses in ejectment herein complained of. Whereupon it is considered and adjudged by the court, that the defendant go hence without day, and that the defendant recover of and from the plaintiff the costs by her in this behalf expended, amounting to the sum of twenty-four dollars and ten cents, and that she have execution therefor.

And thereupon, on motion of the plaintiff, by his attorney, it is ordered by the court, that a new trial be awarded to said plaintiff, upon his paying the costs herein, within ninety days.

27 WILLIAM B. MORRIS *vs.* LEVI H. SHRINER. } In ejectment.

Now come again the parties, by their respective attorneys, and the court being now sufficiently advised in the premises finds the issue herein for the defendant, and finds that the defendant is not guilty of the trespasses in ejectment herein complained of. Whereupon it is considered and adjudged by the court, that the defendant go hence without day, and that the defendant recover of and from the plaintiff the costs by him in this behalf expended, amounting to the sum of two hundred and five dollars and fifty cents, and that he have execution therefor.

And thereupon, on motion of the plaintiff, by his attorney, it is ordered by the court, that a new trial be awarded to said plaintiff, upon his paying the costs herein, within ninety days.

And afterwards, to wit, on the thirtieth day of June, in the June term of said court, in the year last aforesaid, the following further proceedings were had in said court, in each of said respective entitled causes, and entered of record, to wit:

28 WILLIAM B. MORRIS *vs.* SAMUEL SHRINER. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and now comes also the defendant, by J. Grimshaw, esq., his attorney, and issue being joined by agreement and stipulation filed, they waive the intervention of a jury, and for trial put themselves upon the court; and after hearing the evidence and arguments of counsel, the court not being sufficiently advised in the premises, takes time to consider.

WILLIAM B. MORRIS *vs.* DELANY STEWART. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and now comes also the defendant, by J. Grimshaw, esq., his attorney, and issue being joined by agreement and stipulation filed, they waive

the intervention of a jury, and for trial put themselves upon the court and after hearing the evidence and arguments of counsel, the court not being sufficiently advised in the premises, takes time to consider.

WILLIAM B. MORRIS
vs.
SARAH MCELVAINE. } In ejectment.

29 Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and now comes also the defendant, by J. Grimshaw, esq., her attorney, and issue being joined by agreement and stipulation filed, they waive the intervention of a jury, and for trial put themselves upon the court and after hearing the evidence and arguments of counsel, the court not being sufficiently advised in the premises, takes time to consider.

WILLIAM B. MORRIS
vs.
LEVI SHRINER. } In ejectment.

Now comes the plaintiff, by J. C. Conkling, esq., his attorney, and now comes also the defendant, by J. Grimshaw, esq., his attorney, and issue being joined by agreement and stipulation filed, they waive the intervertion of a jury, and for trial put themselves upon the court; and the court having heard the evidence and arguments of counsel, not being sufficiently advised in the premises, takes time to consider.

On the twenty-second day of June, in the year last aforesaid, came said parties, by their said attorneys, and filed in the office of the clerk of said court their stipulation in said causes, in the words and figures following, to wit:

30 June Term, 1866, of Circuit Court for southern district of Illinois.

WILLIAM B. MORRIS
v.
SAMUEL SHRINER. } Ejectment.

SAME
v.
DELANY STEWART. } Ejectment.

SAME
v.
SARAH MCELVAINE. } Ejectment.

SAME
vs.
LEVI H. SHRINER. } Ejectment.

It is hereby admitted, for the purposes of the trial of the above causes, that the following parties are and were, prior to the commencement of these suits, the sole heirs-at-law of James D. Wadsworth, deceased, who departed this life prior to the 22d day of March, A. D. 1838, to wit, John C. Wadsworth, Elizabeth Dickerson, who prior to the 22d day of March, 1838, intermarried with Aaron Dickerson, Susan E. Wadsworth, and William Wadsworth; also Lucy Amanda, daughter of Rachael Lloyd, by her marriage with Lloyd, she, the said Lucy Amanda, having intermarried with George W. McPherson prior to the year 1853, and she being the sole
31 heir-at-law of the said Rachael Wadsworth, she being a daughter and heir-at-law of James D. Wadsworth, and the foregoing parties being the sole heirs-at-law and descendants of the heirs-at-law of said James A. Wadsworth, deceased.

G. BARRERE, *Att'y for Def'ts.*
JAMES C. CONKLING,
Att'y for Pl'ff.

Endorsed: Filed June 22d, 1866. P. P. Enos, clerk.

Afterwards, to wit, on the seventh day of July, in the term and year last aforesaid, the following further proceedings were had in said court in said respective entitled causes, and entered of record, to wit:

WILLIAM B. MORRIS
v.
SAMUEL SHRINER. } In ejectment.

WILLIAM B. MORRIS
v.
DELANY STEWART. } In ejectment.

WILLIAM B. MORRIS
v.
SARAH MCELVAINE. } In ejectment.

32 WILLIAM B. MORRIS
v.
LEVI H. SHRINER. } In ejectment.

Now come again the parties, plaintiff and defendants in the above respective causes, by their respective attorneys, and by their consent the above several causes are consolidated as one cause, and judgment is to be rendered and entered as one cause.

And afterwards, to wit, on Wednesday, the eleventh day of July, in the term and year last aforesaid, the following further proceedings were had in said court in said entitled cause, and entered of record, to wit:

WILLIAM B. MORRIS *v.* SAMUEL SHRINER, DELANY STEWART, Sarah McElvaine, and Levi H. Shriner.	In ejectment.—Four cases consolidated.

Now come again the parties, by their respective attorneys, and the court having fully considered, and being now sufficiently advised in the premises, finds that the defendants are not guilty of unlawfully withholding from the plaintiff the possession of the real estate and premises described in the plaintiff's declarations, or of the
32½ trespasses in ejectment herein complained of. Whereupon it is considered and adjudged by the court that the defendants go hence without day, and that they have and recover of and from the plaintiff their costs by them about their defence in this behalf expended, amounting to the sum of sixty-six dollars and eighty cents, and that they have execution therefor.

It is further ordered that the plaintiff have leave to settle and file a bill of exceptions herein by the close of the next January term of this court.

And afterwards, to wit, on the sixth day of February, in the January term of said court, in the year of our Lord one thousand eight hundred and sixty-seven, the following further proceedings were had in said court in said entitled cause, and entered of record, to wit:

WILLIAM B. MORRIS *v.* SAMUEL SHRINER, DELANY STEWART, Sarah McElvaine, and Levi H. Shriner.	In ejectment.

By agreement of the parties, by their respective attorneys, it is ordered by the court that the leave heretofore given the plaintiff to settle and file a bill of exceptions herein be extended to the next June term.

33 And afterwards, to wit, on the fourth day of June, in the June term of said court, in the year last aforesaid, came said plaintiff, by J. C. Conkling, esq., his attorney, and filed in said clerk's office his bill of exceptions, agreed to by the defendants, by J. Grimshaw, esq., their attorney, and signed, sealed, and ordered by the court to be made a part of the record in said cause, and, as if done "during the progress of the trial herein, and as the several steps herein were taken which, upon and during said trial, was done accordingly, and this bill of exceptions filed on and during said trial," which said bill of exceptions is [is] in the words and figures following to wit:

Of the June term, 1866, of the Circuit Court of said district.

WILLIAM B. MORRIS *vs.* SAMUEL SHRINER, DELANY STEWART, SARAH MCELvaine, and Levi H. Shriner.	Ejectment.

UNITED STATES OF AMERICA,
Southern district of Illinois, ss:

Be it remembered that upon the trial of this cause the plain-
34 tiff offered in evidence as follows: First. A patent from the United States to Phineas Edgedent for the northwest quarter of section ten, (10,) township six (6) north, range two (2) west, of fourth (4th) principal meridian, in McDonough co., Illinois.

Second. A patent to John Murray for the northeast quarter of said section ten, (10.)

Third. Deeds from said Murray and Edgedent to James D. Wadsworth, conveying to him all of said land.

Fourth. Plaintiff then proved that said James D. Wadsworth died intestate about March 22d, 1838, leaving him surviving the following children: John C. Wadsworth, Elizabeth Dickerson, Susan E. Wadsworth, and William Wadsworth; also, Lucy A. McPherson, a grandchild, a daughter of Rachael Lloyd, who was a daughter of said James D. Wadsworth.

Fifth. Plaintiff also introduced a deed for all said land from John C. Wadsworth, Elizabeth Dickerson, Aaron Dickerson, and Susan E. Wadsworth, to William Wadsworth. It was admitted that the acknowledgment of Elizabeth Dickerson to said deed was so defective that no title passed by it to said William Wadsworth.

Sixth. A deed of William Wadsworth to Daniel Waldo and James E. Waldo for said half section of land.

35 Seventh. A deed from Daniel Waldo and James E. Waldo to Joseph Duncan, recorded in McDonough county, Illinois, where said land is situated, dated December 6th, 1839.

Eighth. The following portions and extracts of a record and decree in case of the United States against Elizabeth C. Duncan *et als.*, impleaded with William Brown and Daniel C. Peirson, as per stipulation and particular designation of said parties by their attorneys is marked on the judgment record thereof, and is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA *vs.* ELIZABETH C. DUNCAN, MARY LOUISA DUNCAN, Ann Elizabeth Duncan, Joseph Duncan, Julia Smith Duncan, Hannah C. Duncan, James M. Duncan, William Brown, Daniel C. Peirson, and William Thomas.	In chancery.

This cause came on to be heard upon the pleadings and proofs therein before the court, and it appearing to the satisfaction of the

court that the testator, Joseph Duncan, was indebted to the plaintiffs at the time of his death upon the bond or writing obligatory set out in the pleadings as stated in the bill, and that there is now
36 due to the plaintiffs upon said bond the sum of forty-nine thousand one hundred and fifty-six dollars sixteen cents; and it also appearing to the court that the personal estate of the said testator, so far as the same has been reduced to assets in the hands of his personal representatives, has been exhausted in the due course of administration, and that the residue of said personal estate does not exceed in value five thousand dollaas; and that said Joseph Duncan died seized of lands and real estate situated in the State of Illinois, located and described as follows: * * * *

"The northeast quarter of section ten, (10,) township six (6) north, range two (2) west, containing one hundred and sixty acres."

"The northwest quarter of section ten, (10,) township six (6) north, range two (2) west, containing one hundred and sixty acres." *

It is therefore ordered, adjudged, and decreed that the plaintiffs recover of the said heirs and devisees of the said Joseph Duncan the aforesaid sum of forty-nine thousand one hundred and fifty-six dollars sixteen cents, and the costs of this suit, to be levied and made of the real estate descended to them as aforesaid.

It is further ordered and decreed by the court that the real
37 estate aforesaid, or so much thereof as will suffice, be sold at public auction to the highest bidder for cash, and the proceeds of the sale applied to satisfy the said debt to the said complainant, first paying prior liens and incumbrances upon said property, if any there shall be.

And it is further ordered that William Thomas be, and is hereby, appointed special commissioner and master to make the sale aforesaid, and said Thomas is hereby vested with power to make sale of the real estate at such time and place as he may appoint, giving at least six weeks' notice of each sale, by publication in newspapers circulated in the counties in which said real estate is situated.

It is further ordered by the court, that if the avails of said sale shall prove insufficient to pay the aforesaid sums, and other real estate of the intestates shall hereafter be discovered, all further directions and questions in relation to the sale of the same are hereby reserved.

It it is further ordered and decreed by the court, that said commissioner convey the real estate which he may sell under this decree to the purchaser or purchasers thereof, upon his or their complying with the terms of sale, and the complainants are allowed to
38 bid at all sales which may be made, but no deeds to be executed to complainants except upon the order of this court.

And it is further ordered, adjudged, and decreed, that the said lands be sold discharged from all claims or right of dower on the part of the said Elizabeth C. Duncan, the widow of the said testator. * * * * *

Copy of commissioner's report.—Filed the twelfth day of June, in the year last aforesaid.

In obedience to, and in the execution of the decree of sale, entered in this cause at the June term, 1846, of said court, I caused a notice to be published in the Chicago Journal, a public newspaper published weekly in Chicago, Cook county, Illinois, on the twenty-second day of June, 1846, stating in substance that I would attend at the court-house in Chicago, on the fourth day of August, A. D. one thousand eight hundred and forty-six, between the hours of nine o'clock a. m. and six o'clock p. m., and offer for sale at public vendue, for cash, all of that part of the east half of the north east quarter of section seventeen, in township thirty-nine north, of range fourteen east, of which
Joseph Duncan, died, seized—stating also that one-fourth of
39 said lot of land was conveyed to the said Joseph Duncan, by
William H Brown, of which Duncan's addition to the city of Chicago is composed, and that the sale would be of all lots embraced in said addition, except such as were conveyed by said Joseph Duncan in his life time, which notice was published in said paper for six weeks in succession before said day of sale. I also published a like notice of said sale in the newspaper published in the city of Chicago, called the Chicago Daily Journal.

And at the time and place specified in said notice, I attended and offered for sale at public vendue to the highest bidder, for cash, the lots referred to in said notice, and of which the said Joseph Duncan died seized, and said lots were stricken off and sold as hereinafter specified, each purchaser being the highest bidder for the lot purchased.

I also stated in the notice published as aforesaid, that on the sixth day of August, A. D. 1846, between the hours of nine o'clock a. m and three o'clock p. m., I would attend at the court-house in Ottowa, and offer for sale at public vendue to the highest bidder for cash, the undivided third of the east half and west half of the northwest quarter of section twenty-two, in township thirty-four north, of range
four east, in La Salle county. * * * * * *
40 I also published a notice of the sale of the lands situated in
McDonough, Warsaw, Henderson and Mercer counties, on the twenty-fourth of June, 1846, in the Warsaw Signal, a public newspaper published weekly in Warsaw, Illinois, which notices were published in said paper respectively six successive weeks before the days of sale therein specified.

And at the times and places specified in said notices, I attended and offered the said lands for sale, in the manner and upon the terms aforesaid, and the same were stricken off and sold as follow, viz: * *

Lands in McDonough county sold August 15, 1846. "The northeast quarter of section ten, in tonwship six north, of range two west, at eighty dollars to the United States of America."

"The northwest quarter of section ten, (10,) at eighty dollars, to the United States of America." * * * * * * * *

I have executed and delivered deeds to the purchasers, as directed

by the decree. I have also executed deeds to the United States, which I am ready to deliver, as the court may direct.

WM. THOMAS.

This day, to wit, the seventeenth day of June, in the year last aforesaid, on motion of the defendant, William Thomas, administrator with the will annexed of the estate of Joseph Duncan, deceased:

41 And it appearing from the report of the special commissioner and master filed herein, on the twelfth day of the present month, that the complainants have purchased lands situated in the counties of Bureau, Marshall, Stark, Peoria, Fulton, Henry, Knox, McDonough, Warren, Henderson, and Mercer.

And it further appearing to the court, that the amount due defendant, Elizabeth C. Duncan, on account of the value of her dower, in the real estate of the testator, Joseph Duncan, has been satisfied, it is ordered and decreed by the court, that the deeds executed by the special commissioner aforesaid, conveying to the complainants the lands purchased by them as aforesaid, be delivered to their solicitor.

* * * * * * * * * * * * *

Ninth. A deed from Williams Thomas, commissioner under aforesaid decree, dated 17th August, 1846, to the United States, in the words and figures following, to wit:

"This deed, executed this seventeenth day of August, A. D. one thousand eight hundred and fifty-six, between William Thomas, commissioner appointed as and for the purposes hereinafter stated, of the first part, and the United States of America, of the

42 second part, witnesseth: That whereas at the June term, one thousand eight hundred and forty-six, of the Circuit Court of the United States of America within and for the district of Illinois, a decree was made and entered in a cause pending before the said court, wherein the United States was complainant, and William Brown, Daniel C. Peirson, and James M. Duncan, executors of the last will and testament of Joseph Duncan, deceased, William Thomas, administrator with the will annexed of the estate of said Joseph Duncan, Elizabeth C. Duncan, widow, Mary Louisa Duncan, heirs of the said Joseph Duncan, deceased, were defendants, requiring certain real estate therein described, whereof the said Joseph Duncan died seized, to be sold at public auction, and the proceeds of sale to be applied to the payment of judgments in favor of the United States against the administrator and heirs aforesaid, and appointing the said William Thomas commissioner to make said sale, and vesting him with power to execute deeds to purchasers, conveying all the right and title of the parties to said suit, in and to the real estate aforesaid; and whereas the said Thomas, in the execution of said decree, and in conformity with the requirements thereof,

43 published a notice in the Fulton Gazette, a public newspaper published weekly in Lewiston, Illinois, the publication of which

was continued for six weeks in succession, on the 27th day of June, 1846, stating in subtance that he would attend, at the court-house, in Macombe, on the fifteenth day of August, A. D. one thousand eight hundred and forty-seven, between the hours of nine o'clock a. m. and six o'clock p. m., and offer for sale at public vendue, to the highest bidder, for cash, all of that part of said real estate which is situated in the county of McDonough, describing said real estate by its appropriate numbers; and at the time and place specified in said notice, the said Thomas attended and offered for sale, in the manner and upon the terms stated in said notice, the following lots of land situated in said county, and the United States aforesaid being the highest and best bidder, became the purchaser thereof, viz: The northeast quarter of section twelve, in township four north, of range two west, at eighty dollars; the northwest quarter of section twelve, in township four north, of range two west, at eighty dollars; the southwest quarter of section two, in township five north, of range two west, at eighty dollars; the northeast quarter of section thirty-five, in township six north, in range two west, at forty dollars; the
44 southwest quarter of section thirty-four, in township four north, of range two west, at sixty dollars; the southeast quarter of section thirty, in township four north, of range two west, at sixty dollars; the southeast quarter of section thirty-two, in township four north, range two west, at sixty dollars; the southeast quarter of section eight, in township four north of range three west, at twenty dollars; the southeast quarter of section twenty, in township four north, of range four west, at eighty dollars; the northeast quarter of section thirty-six, in township five north, of range three west, at twenty dollars; the northeast quarter of section eight, in township five north, of range four west, at twenty dollars; the northeast quarter of section twenty-seven, in township five north, of range four west, at twenty dollars; the northwest quarter of section twenty-seven, in township five north, of range four west, at twenty dollars.

"The northeast quarter of section ten, in township six north, of range two west, at eighty dollars."

The northwest quarter of section ten, in township six north, of range two west, at eighty dollars."

"The northwest quarter of section thirty-four, in township
45 six north, of range two west, at twenty dollars; the northeast quarter of section twenty, in township six north, of range four west, at twenty dollars.

The northwest quarter of section twelve, in township seven north, of range three west, at twenty dollars. The northeast quarter of section thirty-five, in township seven north, of range three west, at sixty dollars. The northwest quarter of section thirty-five, in township seven north, of range three west, at sixty dollars. The southeast quarter of section thirty, in township seven north, of range four west, at twenty dollars; and said purchase-money being applied on the decree aforesaid, the said Thomas, in consideration of the premises, and by virtue of the power vested in him, does hereby grant and convey unto the said party of the second part the

lands aforesaid, together with all and singular, the appurtenances thereto belonging; said Thomas doth also hereby grant and convey all right, title, and claim, which has or may be vested in him, in his right as administrator in and to the lands aforesaid, to have and to hold the same unto the party of the second part, and his assigns, forever.

In testimony whereof, the said Thomas hereto signs his name and affixes his seal the day first herein written.

[SEAL.] WM. THOMAS, *Commissioner, &c.*

46 STATE OF ILLINOIS, *Morgan County, ss:*

I, Samuel D. Lockwood, a justice of the Supreme Court of the State of Illinois, do hereby certify that William Thomas, whose name is subscribed to the foregoing deed, and by whom the same appears to have been executed, as commissioner, and who is known to me to be the same person whose name is subscribed, this day appeared before me, and acknowledged the execution thereof to be his act and deed.

Given under my hand this second day of June, 1847.

SAM'L D. LOCKWOOD.

STATE OF ILLINOIS, *McDonough County, ss:*

I, J. H. Hungate, clerk of the Circuit Court and ex-officio recorder in and for the county and State aforesaid, do hereby certify that the foregoing is a true, perfect, and complete copy of an instrument, filed for record June 17, A. D. 1848, and duly recorded in M. of deeds, on page 42, as appears of record in my office.

Witness my hand and seal of said court, at Macomb, this 25th day of January, A. D. 1866.

[SEAL.] J. H. HUNGATE, *Clerk*,

[Stamp.]

47 Tenth. A deed from the United States, by the Solicitor of the Treasury, date 28th December, 1847, for said land, to W. W. Corcoran, in the words and figures following, to wit:

In consideration of the sum of fifteen hundred and eighty 80-100 dollars, paid to the United States by William W. Corcoran, of the city of Washington, in the county of Washington, and District of Columbia, the said United States, by Ransom H. Gillet, Solicitor of the Treasury, in pursuance of the authority conferred on him by virtue of an act of Congress, entitled "An act to provide for the appointment of a Solicitor of the Treasury," approved May 29th, 1830, hereby release, sell, assign, transfer, convey, and quit-claim unto the said William W. Corcoran, his heirs and assigns, all the right, title, interest, claim, and demand of the United States, in law and in equity, in possession, reversion, or remainder, of, in, and to the following described property, to wit: All those several tracts or parcels of land lying in the county of McDonough and Warren, and State of Illinois, viz: North half of section twelve, township four north,

range two west, containing three hundred and twenty acres; southeast quarter section two, township five north, range two west, containing one hundred and sixty acres; northeast quarter of section
48 thirty-five, township six north, range two west, containing one hundred and sixty acres; southwest quarter of section thirty-four, and southeast quarter of section thirty, and southeast quarter of section thirty-two, in township four north, range two west, containing four hundred and eighty acres; southeast quarter of section eight, township four north, range three west, containing one hundred and sixty acres; southeast quarter of section twenty, township four north, range four west, containing one hundred and sixty acres; northeast quarter of section thirty-six, township five north, range three west, containing one hundred and sixty acres; northeast quarter of section eight and north half of section twenty-seven, township five north, range four west, containing four hundred and eighty acres; "northeast quarter of section ten, and northwest quarter of section ten, township six north, range two west, containing three hundred and twenty acres;" northwest quarter of section thirty-four, township six north, range two west, containing one hundred and sixty acres; northeast quarter of section twenty, township six north, range four west, containing one hundred and sixty acres; northwest quarter of section twelve, north half of section thirty-five, southeast quarter of section thirty, all in township seven north, range three west, except the last quarter, which is range four west, con-
49 taining six hundred and forty acres; southeast quarter section nine, township eight north, range one west, containing one hundred and sixty acres; northeast quarter section twenty-six, northwest quarter section twenty-six, and northeast quarter section twenty-eight, township eight north, range one west, containing four hundred and eighty acres; southeast quarter section nine, township twelve north, range one west, containing one hundred and sixty acres, making an aggregate of four thousand one hundred and sixty acres, more or less, which said several tracts or parcels of land were acquired by the United States, at a sale made in August, 1846, by William Thomas, master, under a decree in chancery, rendered by the Circuit Court of the United States, for the district of Illinois, in favor of the United States, against the widow and heirs of Joseph Duncan, dec'd.

To have and to hold the same to his use, and to his heirs and assigns forever, free of any claim on the part of the United States.

In testimony whereof, the said Solicitor of the Treasury hath, in behalf of the said United States, set his hand and affixed his seal, this twenty-eighth day of December, in the year one thousand eight hundred and forty-seven.

[SEAL.]

R. H. GILLET,
Solicitor of the Treasury.

The words, "all in township seven north, range three west,
50 except the last quarter, which is range four west," interlined before signed.

R. H. GILLET,
Solicitor.

Signed, sealed, and delivered in presence of—
JOS. H. WARRING.
ISAAC ANGNEY.

OFFICE OF THE SECRETARY OF THE TREASURY,
December 28, 1847.

The above sale is approved.

McC. YOUNG,
Acting Solicitor.

DISTRICT OF COLUMBIA,
City and County of Washington, ss:

Be it remembered, that on this eighth day of January, eighteen hundred and forty-eight, before me, the subscriber, a commissioner in and for the said district, appointed by the governor of the State of Illinois to take the acknowledgement and proof of deeds and other writings, under seal, to be used or recorded in the said State of Illinois, and to administer oaths and affirmations, appeared Ransom H. Gillet, Solicitor of the Treasury, personally well known to me to be the individual described in and who executed the within instru-
51 ment, and acknowledged that he had executed the same by the authority and for the uses and purposes therein mentioned.

Given under my hand and seal.

[L. S.] CHARLES DE SELDING,
Commissioner.

RECORDER'S OFFICE,
Macomb, May 19, 1849.

STATE OF ILLINOIS, *McDonough County:*

I, W. T. Head, recorder of said county, do certify that the within deed is this day duly recorded in said office, in Book M, on pages 419 and 420.

$2 50 fee.

T. W. HEAD, *Recorder.*

No. 7,145.

RECORDER'S OFFICE,
Monmouth, June 26, 1849.

STATE OF ILLINOIS, *Warren County, ss:*

I, Ephraim S. Swinney, recorder within and for said county, do hereby certify, that the deed and certificate to which this is attached, were this day duly recorded in said office, in vol. 13 of deeds, pages 541, &c.

Fee, $2 70.

EPHRAIM S. SWINNEY,
Recorder W. Co., Ill.

Eleventh. Also a deed from William W. Corcoran to the plaintiff, William B. Morris, which said deed is in the words and figures following, to wit:

52 This indenture, made this second day of January, in the year of our Lord on thousand eight hundred and sixty-five, (1865,) by and between William W. Corcoran, of Washington city and District of Columbia, of the first part, and William B. Morris, of Charlestown and State of Massachusetts, of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of one thousand dollars, current money of the United States, to him in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, aliened, enfeoffed, and conveyed, and by these presents doth grant, bargain, and sell, alien, enfeoff, and convey unto him, the said party hereto of the second part, "the north half of section ten, (10,) township (6) six north, of range 2 (two) west of the 4th p. m., situated in the county of McDonough and State of Illinois, together with the improvements, rights, privileges, and hereditaments to the same belonging and appertaining, and all the estate, right, title, interest, claim, and demand, at law and in equity, of the said party of the first part, in and to the same.

To have and to hold the said piece, parcel, or tract of ground and appurtenances as aforesaid, unto him, the said party of the
53 second part, his heirs and assigns, to his and their only use, benefit, and behoof, forever. And the said party of the first part, for himself, his heirs, executors, and administrators, hereby covenants and agrees with the said party of the second part, his heirs and assigns, to warrant and defend the said land and premises as herein conveyed, or intended to be conveyed unto him, the said party of the second part, his heirs and assigns, against himself, the said party of the first part, his heirs and assigns, and against all other persons, lawfully claiming, or to claim the same, or any part thereof, by, through, or under him, them, or any and every of them, but against none other.

In testimony whereof, the said party of the first part hath hereunto set his hand and affixed his seal, the day and year first heretofore written.

[SEAL.] W. W. CORCORAN.

Signed, sealed, and delivered in presence of us, one dollar in revenue stamps being first attached.

E. SHERMAN GOULD.
EDWARD TUCK.

[1-dollar rev. stamp]

CONSULATE OF THE UNITED STATES OF AMERICA,
At Paris, France.

Be it known, that on the twenty-fourth day of January, one
54 thousand eight hundred and sixty-five, before me, Edward Tuck, vice consul of the United States of America, at Paris,

in the empire of France, personally appeared William W. Corcoran, who is personally known to me to be the person named in and who executed the foregoing instrument of writing, and acknowledged the execution thereof for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my consulate seal, the day and year above written in this acknowledgement.

[L. S.] EDWARD TUCK,
Vice Consul of the U. States.

CLERK'S OFFICE, MACOMB, ILLINOIS,
February 18th, A. D. 1865.

STATE OF ILLINOIS, *McDonough county*:

I, John H. Hungate, clerk of the Circuit Court and ex-officio recorder of said county, do hereby certify that the annexed instrument and certificate were filed and duly recorded in my office, in book 14 of deeds, on page 339 and 340, No. .

In witness whereof, I have hereunto set my hand and affixed the seal of said court, the day and year above written.

[L. S.] JOHN H. HUNGATE, *Clerk.*

55 DISTRICT OF COLUMBIA,
City and County of Washington, sct:

Be it known, that on the thirteenth day of December, A. D. eighteen hundred and sixty-five, before me, Anthony Hyde, a notary public in and for the county of Washington and district of Columbia, personally appeared William W. Corcoran, who is personally known to me to be the identical person named in and who executed the annexed deed to William B. Morris, dated the second day of January, 1865, and acknowledged the execution thereof, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal, at my office in Washington city, the said 13th day of December, A. D. 1865.

[L. S.] A. HYDE,
Notary Public.

The defendants, to maintain the issue on their part, and for the purpose of proving title in fee simple to said premises, and also for the purpose if necessary of maintaining their defence under the act of the legislature of the State of Illinois, entitled "An act to amend 'an act for the limitation of actions, and for avoiding vexatious
56 law suits', 'approved February 10, 1827," in the words and figures following, to wit:

"§ 1. Be it enacted, by the people of the State of Illinois, represented in the general assembly, that hereafter no person who now has, or hereafter may have any right of entry into any lands, tenements, or hereditaments, of which any person may be possessed by actual residence thereon, having a connected title in law or equity,

deducible of record from this State or the United States, or from any public officer or other person authorized by the laws of the State, to sell such lands for the non-payment of taxs, or from any sheriff, marshal, or other person authorized to sell such land on execution, or under any order, judgment, or decree of any court of record, shall make any entry therein, except within seven years from the time of such possession being taken; and when the possession shall acquire such title after the time of taking such possession, the limitation shall begin to run from the time of acquiring title.

"§ 2. That every real, possessory, ancestral, or mixed action or writ of right brought for the recovery of any lands, tenements, or hereditaments, of which any person may be possessed by actual residence thereon, having a connected title in law or equity, deducible of record from this State or the United States, or from any public officer
57 or other person authorized by the laws of the State, to sell such lands for the non-payment of taxes, or from any sheriff, marshal, or other person authorized to sell such land on execution, or under any order, judgment, or decree of any court of record, shall be brought within seven years next after possession being taken as aforesaid; but when the possessor shall acquire such title after taking such possession, the limitation shall begin to run from the time of acquiring title, provided that pessession as aforesaid, to bar the right, actions, and suits aforesaid, shall have been continued in manner aforesaid, for the term seven years next preceding the time of asserting the right of entry or the commencement of any such suit or action; and provided further, that the heirs, devisees, and assigns of the person having such poseession, and titles, shall have the same benefit of this act, as the persons from whom the possession was derived, conld have had by virtue of such possession; and provided also, that in all the foregoing cases in this act mentioned, where the person who shall have right of entry, title, or cause of action, is or shall be at the time possession is taken as aforesaid, under the age of twenty-one years, insane, imprisoned, feme covert, out of the limits of the United States, and in the employment of this State or the United States, such person may make such entry, or institute
58 such action within the time herein mentioned, after the several disabilities herein enumerated shall cease to exist." This act to take effect on the first day of June next.

Approved January 17, 1835.

And also, if necessary for the purpose of maintaining their defence under the first section of the act of the legislature of the State of Illinois, entitled "An act to give possessions and confirm titles to land," approved March 2, 1839.

"§ 1. Be it enacted by the people of the State of Illinois, represented in general assembly, that hereafter every person in the actual possession of lands or tenements, under claim and color of title made in good faith, and who shall for seven successive years after the passage of this act, continue in such possession, and shall also during said time pay all taxes legally assessed on such land or tenements, shall be held and adjudged to be the legal owner of said land or tenements,

to the extent and according to the purport of his or her paper title. All persons holding under such possession, by purchase, devise, or descent, before seven years shall have expired, and who shall continue such possession, and continue to pay the taxes as aforesaid, so as to complete the possession and payment of taxes for the term aforesaid, shall be entitled to the benefit of this section."

Then offered and read in evidence, the plaintiff objecting thereto—

First. A record in the matter of the petition of Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased, in words and figures following, to wit:

March term, A. D. 1857.

STATE OF ILLINOIS, *McDonough County:*

County Court of McDonough county, sitting for the transaction of judicial business, began and held at the court-house in Macomb, in said county, on Monday, the sixteenth day of March, A. D. 1857.

Present—Hon. Thompson Chandler, judge; Isaac Grantham, clerk; George A. Taylor, sheriff. Court opened by proclamation.

Afterwards, at the same term of the said court, on the eighteenth day of March, A. D. 1857, among other proceedings had herein, the following petition was presented, which petition is in the words and figures following, to wit:

STATE OF ILLINOIS, *McDonough County, ss:*

To the hon. judge of the McDonough County Court, to the March term thereof, to be holden on the 3d Monday in the said month. In probate sitting:

The petition of Jona. H. Baker, administrator of all and singular the goods and chattels, rights and credits, which were of James D. Wadsworth, dec'd., respectfully represents, that on or about the the said James D. Wadsworth departed this life intestate; that on the eighth day of November, A. D. 1855, your petitioner was by the County Court of McDonough county, Illinois, duly appointed administrator of the estate of the said James D. Wadsworth, as by the letters of administration, now to the court here shown, will more fully appear. Your petitioner further represents, that the said deceased has no personal estate that has come to his knowledge in this State; that there is due and owing from the said estate of said intestate the sum of two thousand and two dollars and ninety-three cents.

Your petitioner further states that the said James D. Wadsworth died seized of the following described real estate situate in the State of Illinois, to wit:

The N.W. q'r sec. 10, township 6 N., 2 W.
The N.E. q'r sec. 10, township 6 N., 2 W.
The N.E. q'r sec. 3, township 13 N., 1 W.
The S.E. q'r sec. 22, township 13 N., 4 W.
The N.E. q'r sec. 13, township 13 N., 2 E.
The N.W. q'r sec. 27, township 14 N., 8 E.

Your petitioner, therefore, prays the aid of the court in the premises, and that the said real estate, or so much thereof as shall be necessary to pay the debts of the said intestate, may be sold for that purpose; and, as in duty bound, will ever pray, &c.

March 16, 1857.

J. H. BAKER,
Adm'r of the estate of James D. Wadsworth.

Filed March 16, 1857.

I. GRANTHAM, *Clerk.*

In the McDonough County Court.—March term, 1857.

Decree.

JONA. H. BAKER, adm'r of the estate of James D. Wadsworth, complainant,
vs.
THE UNKNOWN HEIRS OF JAMES D. Wadsworth, dec'd, defendants.

STATE OF ILLINOIS, *McDonough county:*

WEDNESDAY, *March* 18, 1857.

And now on this day came the petitioner, Jona. H. Baker, administrator of estate of James D. Wadsworth, deceased; and it appearing to the satisfaction of the court that due notice of the presentation of the petition filed herein had been given, as required by the statute in such case made and provided; and the said unknown adult
62 heirs and defendants being solemnly called, came not, nor any person for them to defend this suit, but herein made default, it is therefore ordered and decreed by the court that the prayer of the said petitioner, and the matters and things therein contained, be taken as confessed against the said adult heirs, defendants. And as to minor heirs, at the suggestion of the petitioner herein, it is ordered and decreed, that George Wells, esq., an attorney of this court, be and he is hereby appointed guardian ad litem for said minor heirs.

In the matter of the petition of Jona. H. Baker, adm'r of the estate of James D. Wadsworth, dec'd.

Petition to sell real estate.

The answer of George Wells, guardian ad litem of the minor heirs of James D. Wadsworth, deceased.

The said guardian for answer unto said petition and the matters therein contained, says that he knows nothing relative to the same, but leaves said petitioner to make proofs thereof, as this court may direct.

GEO. WELLS,
Guardian ad litem.

Filed March 18th, 1857.

J. GRANTHAM, *Cl'k.*

63 And now again on this day came this cause on to be heard upon the pro confesso order against the adult heirs, the answer of the guardian ad litem, the proof and exhibits filed, and it appearing to the satifaction of the court that from the report of the said petitioner herein that there is no personal property in this State belonging to the estate of the said James D. Wadsworth, deceased, and it further appearing to the court that there are debts to the amount of two thousand and two dollars and ninety-three cents, due and unpaid against the estate of the said James D. Wadsworth, and that there is no personal property out of which the said petitioner as administrator of said estate can make the same; and it further appearing to the satisfaction of the court, that the said James D. Wadsworth, dec'd, seized of the following real estate to wit: the northwest qr. of section ten, in township six north, in range two west; the north east qr. of section ten, in township six north, in range two west, in McDonough county, State of Illinois.

The northeast quarter of section three, in township thirteen north, in range one west, and the south east quarter of section twenty-two, in township thirteen, north, range four west, in Mercer county, Illinois.

64 The northwest quarter of section 27, in township fourteen north range 8 east Bureau county Illinois, and the north east qr. of section thirteen (13,) in township thirteen north, in range two east, in Knox county, Illinois.

It is therefore ordered, adjudged, and decreed by the court that the said Jona. H. Baker, administrator of the estate of the said James D. Wadsworth, deceased, proceed to sell the above-described real estate, to wit:

The N.E. 10, 6 N., 2 W; the N.W. 10, 6 N., 2, W., in McDonough county.

The N.E. 3, 13 N., 1 W, and S.E. 22, 13 N., 4 W., in Mercer county.

N.W. 27, 14 N., 8 E., in Bureau county, and the N.E. 13, 13 N., 2, E., in Knox county, or so much thereof as may be necessary to pay said debts and costs, at the door of the court-house, in the the town of Macomb, at public vendue, to the highest and best bidder, on a credit of six months, aud take bond with good security for the payment of the purchase money, with a mortgage on the premises sold. It is further ordered and decreed that the said sale be made between the hours of 10 o'clock in the forenoon and five o'clock in the afternoon of the day fixed by said administrator for said sale, and that said

65 Jona. H. Baker, as administrator of said estate, give public notice of the time and place and terms of said sale, together with a description of the property, by putting up notices thereof in at least four of the most public places in the county of McDonough, and by causing a notice to be published in the Macomb Eagle for six weeks successively before the day fixed for sale, and that upon such sale the said Jona. H. Baker, as administrator of the estate of the said James D. Wadsworth, deceased, make, execute, acknowledge,

and deliver to the purchasers thereof, a deed or deeds of conveyance for the premises sold, and that he report his proceedings herein to this court.

THOMPSON CHANDLER,
County Judge.

February Term, A. D. 1858.

FEBRUARY 5th, 1858.

STATE OF ILLINOIS, *McDonough County, ss*:

County Court of McDonough county, sitting for the transaction of judicial business, Friday, February 5th, A. D. 1858.

Court opened pursuant to adjournment; present same as on yesterday.

108. IN THE MATTER OF THE ESTATE OF
James D. Wadsworth, deceased, ss:

On this day comes Jonathan H. Baker, administrator of the
66 estate of James D. Wadsworth, deceased, in pursuance of a citation issued against him by order of this court on yesterday, requiring him to report his proceedings as such administrator to this court, on this day, and presents to the court a report of his acts and doings under the ban of this court, to sell the real estate of which the said James D. Wadsworth, dec'd, seized; and the court having examined said report, and it appearing to the court that the said administrator caused proper notices of the time, place, and terms of said sale to be published as by law and the order of this court required, that in pursuance of said order and notice he did on the 15th day of May, A. D. 1857, in accordance with said previous notice as required by law and the order of this court, at the door of the court-house in Macomb, in McDonough county, sell the said real estate in said order described, at public sale as follows: The northeast quarter of section ten, in township six north, two west, to W. H. Neece, for one hundred and ninety-five dollars. The north west qr. of section 10, in township 6 N., 2 W., to William H. Neece, for two hundred dollars.

The northeast qr. of section 3, in township 13 N., 1 W., to William H. Neece, twenty dollars, and the southeast quarter of
67 section 22, township 13 N., 4 W., to William H. Neece, for thirty dollars; the norteast quarter of section 13, in township 13 N., 2 E., to William H. Neece, for thirty dollars; the northwest quarter of section 27, township 14 N., 8 E., to William H. Neece, for fifty-one dollars; and that said William H. Neece did thereupon comply with the terms of the said sale, and that said administrator has made, executed, and delivered to the said purchaser deeds of conveyance for the several tracts of land so sold to him; and the court being now fully advised touching said sale, it is ordered and adjudged by the court that the said acts and doings of the said administrator in and about said sale be approved, and said sale confirmed, and that the deeds so made by him be approved.

STATE OF ILLINOIS, *McDonough County, ss:*

I, William Ervin, clerk of the County Court, in and for said county of McDonough, State of Illinois, do hereby certify that the foregoing transcript is true and correct copy of the petition, decree, answer of guardianed litem, report, and confirmation of report by the County Court of said McDonough county, in the matter of Jona. H.
68 Baker, adm'r of the estate of James D. Wadsworth, dec'd, up to and including the 5th day of February, A. D. 1858, as appears to me from the files and records of my office.

In testimony whereof I have hereunto set my hand, and affixed the seal of said County Court, at Macomb, this sixteenth day of January, A. D. 1866.

[L. S.] WILLIAM ERVIN, *Cl'k.*

Second. Also deed from Jonathan H. Baker to William H. Neece, for the northwest ten, (10,) 6 north, 2 west, in the words and figures following, to wit:

No. 20,791.

To all to whom these presents shall come:

Jona. H. Baker, of Macomb, in the county of McDonough, and State of Illinois, administrator of the goods and estate which were of James D. Wadsworth, late of the State of Illinois, deceased, intestate, sends greeting: Whereas at the March term of the County Court of McDonough county, and State aforesaid, in the year of our Lord one thousand eight hundred and fifty-seven, in the matter of the petition of Jona. H. Baker, administrator as aforesaid, for leave to sell the N.W. qr. of sec. 10, in township sixth north, in range two west, and the northeast qr. of sec. 10, 6 N., range 2 west, in
69 McDonough county; all the northeast qr. sec. 3, 13 N., 1 W., and the S.E. qr. sec. 13 N., 4 W., both in Mercer county; also the N.E. 13, 13 N., 2 E., in Knox county; also the N.W. 27, 14 N., 8 E., in Bureau county, it was ordered and decreed by said court, in the words and figures following, to wit:

In the McDonough County Court, to March Term, A. D. 1857.

Decree.

J. H. BAKER, administrator of the estate of James D. Wadsworth, deceased, complainant,

vs.

THE UNKNOWN HEIRS OF JAMES D. WADSworth, dec'd.

STATE OF ILLINOIS *McDonough County, ss*:

And now, on this day, came the petitioner, Jona H. Baker, administrator of the estate of James D. Wadsworth, deceased, and it appearing to the satisfaction of that due notice of the presentation

of the petition filed herein had been given as required by the statute in such case made and provided, and the said unknown adult heirs and defendants being solemnly called, came not, nor any person for them, to defend this suit, but herein made default, it is therefore ordered and decreed by the court that the prayer of the said petitioner, and the matters and things therein contained, be taken as
70 confessed against the said adult heirs, defendants, and as to minor heirs, at the suggestion of the petitioner herein, it is ordered, and decreed that George Wells, esq'r, attorney of this court, be and he is hereby appointed guardian ad litem for said unknown minor heirs; and now again on this day came this cause on to be heard upon the pro confesso order against the said adult heirs, the answer of the guardian ad litem, the proof and exhibits filed, and it appearing to the satisfaction of the court from the said petitioner herein that there is no personal property in this State belonging to the estate of the said James D. Wadsworth, dec'd, and it further appearing to the court that there are debts to the amount of two thousand and two dollars and ninety-three cents due and unpaid against the estate of the said James D. Wadsworth, and that there is no personal property out of which the said petitioner, as administrator of said estate can make the same, and it further appearing to the satisfaction of the court that the said James D. Wadsworth died seized of the following described real estate, to wit: The N.W. 10, 6 N., 2. W; N.E. 10, 6 N., q. W., in the county of McDonough and State of Illinois; N.E. 3, 13 N., 1. W., in Mercer county; S.E. 22, 13 N., 4 W., in Mercer county; N.W. 27, 14 N., 8 E., in Bureau county, Illinois; N.E. 13, 13 N., 2 E., in Knox county, Illinois. It is
71 therefore ordered, adjudged, and decreed by the court that the said Jona. H. Baker, administrator of the estate of the said James D. Wadsworth, deceased, proceed to sell the above described real estate, to wit: The N.E. 10, 6 N., 2. W.; N.W. 10, 6 N., 2. W., in McDonough county. The N.E. 3, 13 N., 1 W., and S.E. 22, 13 N., 4 W., in Mercer county; N.W. 27, 14 N., 8 E., in Bureau county; and the N.E., 13, 13 N., 2. E., in Knox county, or so much thereof as may be necessary to pay said debt and costs, at the door of the court-house in the town of Macomb at public vendue to the highest and best bidder on a credit of six months, and take bond with good security for the payment of the purchase money with a mortgage on the premises sold.

It is further ordered and decreed that the sale be made between the hours of 10 o'clock in the forenoon and five o'clock in the afternoon of the day fixed by said administrator for said sale, and that said Jona. H. Baker, administrator as aforesaid, give public notice of the time, and place, and terms of said sale, together with description of the property, by putting up notices thereof in at least four of the most public places in the county of McDonough, and by causing a similar notice to be published in the Macomb Eagle for six weeks successively before the day fixed for said sale, and that upon such sale the said Jona. H. Baker, as administrator of the estate
72 of the said James D. Wadsworth, deceased, make, execute,

and deliver to the purchaser or purchasers thereof a deed or deeds of conveyance for the premises sold, and that he report his proceedings herein to this court.

(Signed) THOMPSON CHANDLER,
County Judge.

And whereas, in pursuance of said order and decree, I did proceed to sell the premises aforesaid, after having given the notice aforesaid, on the 5th day of May, between the hours aforesaid at public vendue, and the said premises, to wit: The northwest quarter of section ten, (10,) in township six (6) north, in range two (2) west, in the county of McDonough, and State of Illinois, was struck off to Wm. H. Neece, of Macomb, he being the highest and best bidder therefor, for the sum of two hundred dollars. Now, therefore, know ye that I, said Jona. H. Baker, administrator as aforesaid, by virtue of the order and decree aforesaid, and in consideration of the sum of two hundred dollars to me paid by the said Wm. H. Neece, the receipt whereof I do hereby acknowledge, do hereby grant, sell, and convey unto the said Wm. H. Neece, his heirs and assigns, all that tract or parcel of land situated in said county of McDonough, to wit: The northwest quarter of section ten, (10,) in township six (6) north, in range two (2)
73 west of the 4th principal meridian. To have and to hold the afore granted premises unto the said Wm. H. Neece, his heirs and assigns, to his and their use and behoof forever, and I, the said Jona. H. Baker, administrator as aforesaid, do hereby convenant with the said Wm. H. Neece, his heirs and assigns, that I have in all respects complied with the order and decree of said court, and with the directions of the law generally in such case made and provided.

In witness whereof I, the said Jona. H. Baker, in my said capacity of administrator, have hereunto set my hand and seal this twentieth day of May, A. D. 1857.

[SEAL.] J. H. BAKER, *administrator,*
Of the estate of James . Wadsworth, deceased.

STATE OF ILLINOIS, *McDonough County, ss:*

Be it remembered that on this 20th day of May, A. D. 1857, personally appeared before the undersigned, a notary public for the city of Macomb, Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased, who is personally known to me to be the person whose name, as such administrator, is subscribed to the foregoing deed of conveyance as having executed the same, and acknowledged that he had, as such administrator, executed the same for the purposes therein expressed.

74 In testimony whereof, I have hereunto set my hand and affixed my notarial seal at my office the day and year above written.

[L. S.] GEO. WELLS, *N. P.*

STATE OF ILLINOIS, *McDonough County, ss*:

I, J. H. Hungate, clerk of the circuit, and ex-officio recorder in and for the said county, do hereby certify that the foregoing is a true and complete copy of an instrument in writing filed for record on the 11th day of September, A. D. 1857, and duly recorded in volume 4 of deeds, on page 199, as appears of record from the books and papers now on file in my said office.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court at Macomb, this 4th day of June, A. D. 1866.

[L. S.] J. H. HUNGATE, *Clerk.*

[Stamp.]

Third. Also a deed from Jonathan H. Baker, administrator to William H. Neece, for northeast ten, six N., 2 west, in the words and figures following, to wit:

To all to whom these presents shall come:

Jona. H. Baker, of Macomb, in the county of McDonough, and
75 State of Illinois, administrator of the goods and estate which were of James D. Wadsworth, late of the State of Illinois, deceased, intestate, sends greeting: Whereas at the March term of the County Court of McDonough county, and State aforesaid, in the year of our Lord one thousand eight hundred and fifty-seven, in the matter of the petition of Jona. H. Baker, administrator as aforesaid, for leave to sell the N.W. 10, 6 N., 2 W., N.E. 10, 6 N., 2 W., in McDonough county; also the N.E. 3, 13 N. 1 W., S.E. 22, 13 N., 4 W., in Mercer county; also the N.E: 13, 13 N., 2 E., in Knox county; also the N.W. 27, 14 N., 8 E., in Bureau county. It was ordered and decreed by said court in the words following, to wit:

In the McDonough County Court to March term, 1857.

Decree.

JONA. H. BAKER, adm'r of the estate of James D. Wadsworth complainant.
vs.
THE UNKNOWN HEIRS OF JAMES D. WADSworth, deceased, defendants.

STATE OF ILLINOIS, *McDonough County, ss*:

And now on this day came the petitioner, Jona. H. Baker, administrator of the estate of James D. Wadsworth, deceased, and it appearing to the satisfaction of the court that due notice of the pre-
sentation of the petition filed herein had been given, as re-
76 quired by the statute in such case made and provided, and the said unknown adult heirs and defendants being solemnly called came not, nor any person for them, to defend this suit, but herein made default. It is therefore ordered and decreed by the court,

that the prayer of the said petition, and the matters and things therein contained, be taken as confessed against the said adult heirs, defendants, and as to minor heirs, at the suggestion of the petitioner herein, it is ordered and decreed that George Wells, esq'r, an attorney of this court be, and he is hereby appointed guardian at litem for said unknown minor heirs. And now again on this day came this cause on to be heard, upon the pro confesso order against the said adult heirs, the answer of the guardian ad litem, the proofs and exhibits filed herein, and it appearing to the satisfaction of the court that from the report of the said petitioner herein, that there is no personal property in this State belonging to the estate of the said James D. Wadsworth, deceased; and it further appearing to the court that there are debts to the amount of two thousand and two dollars and ninety-three cents, due and unpaid against the estate of the said James D. Wadsworth, and there is no personal property out of which the said petitioner, as administrator of said estate, can make the same; and it further appearing, to the satisfaction of the court,
77 that the said James D. Wadsworth died seized of the following-described real estate, to wit: The N.W. 10, 6 N., 2 W., N.E. 10, 6 N., 2 W., in the county of McDonough, and State of Illinois. N.E. 3, 13 N., 1 W., and S. E. 22, 13 N., 4 west in Mercer county, N.W. 27, 14 N., 8 E., in Bureau county, Illinois; also, N.E. 13, 13 N., 2 E., in Knox county, Illinois. It is therefore ordered, adjudged, and decreed by the court, that the said Jona. H. Baker, administrator of the estate of the said James D. Wadsworth, deceased, proceed to sell the above-described estate, to wit; The N.E. 10, 6 N., 2 W., N.W. 10, 6 N., 2 W., in McDonough county; the N.E. 3, 13 N., 1 W., and S.E. 22, 13 N., 4 W., in Mercer county; N.W. 27, 14 N., 8 E., in Bureau county, and the N.E. 13, 13 N., 2 E., in Knox county, or so much thereof as may be necessary to pay the said debts and costs, at the door of the court-house in the town of Macomb, at public vendue, to the highest and best bidder, on a credit of six months, and take bond, with good security, for the payment of the purchase money, with a mortgage on the premises sold.

It is further ordered and decreed, that the said sale be made between the hours of 10 o'clock in the forenoon and 5 o'clock in the afternoon of the day fixed by said administrator for said sale, and that said Jona. H. Baker, administrator as aforesaid, give pub-
78 lic notice of the time and place and terms of said sale, together with a description of the property, by putting up notices thereof in at least four of the most public places of the county of McDonough, and by causing a similar notice to be published in the McComb Eagle for six weeks successively before the day fixed for said sale, and that upon such sale the said Jona. H. Baker, as administrator of the estate of the said James D. Wadsworth, deceased, make, execute, acknowledge, and deliver to the purchaser or purchasers thereof a deed or deeds of conveyance for the premises sold, and that he report his proceedings herein to this court.

(Signed) THOMPSON CHANDLER,
County Judge.

And whereas, in pursuance of said order and decree, I did proceed to sell the premises aforesaid, after having given the notice aforesaid, on the 15th day of May, between the hours aforesaid, at public vendue, and the said premises, to wit, the northeast quarter of section ten, (10,) in township six north, in range two west, in the county of McDonough, and State of Illinois, was struck off and sold to Wm. H. Neece, of Macomb, he being the highest and best bidder therefor, for the sum of one hundred and ninety-five dollars.

Now, therefore, know ye, that I, the said Jona. H. Baker,
79 administrator as aforesaid, by virtue of the order and decree aforesaid, and in consideration of the sum of one hundred and ninety-five dollars, to me paid by Wm. H. Neece, the receipt whereof I do hereby acknowledge, do hereby grant, sell, and convey unto the said Wm. H. Neece, his heirs and assigns, all that tract or parcel of land situated in said county of McDonough, to wit: the northeast quarter of section ten, (10,) in township six north, in range two (2) west of the 4th principal meridian, to have and to hold the aforegranted premises unto the said Wm. H. Neece, his heirs and assigns, to his and their use and behoof forever; and I, the said Jona. H. Baker, administrator aforesaid, do hereby covenant with the said Wm. H. Neece, his heirs and assigns, that I have in all respects complied with the order and decree of said court, and with the directions of the law generally in such case made and provided.

In witness whereof, I, the said Jona. H. Baker, in my said capacity of administrator, have hereunto set my hand and seal, this 20th day day of May, A. D. 1857.

[SEAL.] J. H. BAKER,
Administrator of the estate of James D. Wadsworth, dec'd.

STATE of ILLINOIS, *McDonough County, ss:*

Be it remembered, that on this 20th day of May, A. D.
80 1857, personally appeared before the undersigned, notary public for the city of Macomb, Jona. H. Baker, administrator of the estate of James D. Wadsworth, deceased, who is personally known to me to be the person whose name, as such, is subscribed to the foregoing deed of conveyance, as having executed the same, and acknowledged that he had, as such administrator, executed the same for the purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed my notarial seal, at my office, in the city of Macomb, the day and year above-written.

[SEAL.] GEO. WELLS, *N. P.*

STATE OF ILLINOIS, *McDonough County*:

RECORDER'S OFFICE, MACOMB, *Sept. 11th*, 1857.

I hereby certify that the annexed instrument was this day duly recorded in the land records of said county, in vol. 4, pages 197, 198, and 199, No. 20,790.

W. T. HEAD,
Clerk Circuit Court and Recorder McDonough County.

Fourth. Also a a deed from William H. Neece to Charles Chandler for north half ten, six north, 2 west, in the words and figures following, to wit:

81 This indenture made this eighteenth day of May, in the year of our Lord one thousand eight hundred and fifty-seven, between Wm. H. Neece, of Macomb, Illinois, party of the first part, and Charles Chandler, of same place, party of the second part, witnesseth, that the party of the first part, for and in consideration of the sum of one hundred dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released, sold, and forever quit-claimed, and by these presents does remise, release, sell, and forever quit-claim unto the said party of the second part, and to his heirs and assigns forever, all of the north half of section ten (10), in township six (6) north of the base line, and in range two (2) west of the 4th principal meridian, in McDonough county, Illinois.

To have and to hold the above described premises with all the privileges and appurtenances thereunto belonging, to the party of the second part, his heirs and assigns, forever.

In witness whereof the said party of the first part has hereunto set his hand and seal, the day and year first above written.

[L. S.] W. H. NEECE.

Signed, sealed, and delivered in presence of—
J. H. BAKER.

82 STATE OF ILLINOIS, *McDonough County, ss*:

I, Jona. H. Baker, notary public for said county, do certify that on this day, personally appeared before me Wm. H. Neece, whose name appears subscribed to the foregoing deed of conveyance, as having executed the same, who is personally known to me to be the real person who and in whose name the acknowledgment is proposed to be made and acknowledged the execution thereof, as his voluntary act and deed for the uses and purposes therein expressed, and I do not wish to retract.

Given under my hand and seal of office, at Macomb, this 18th day of May, A. D. 1857.

[L. S.] J. H. BAKER, *N. P.*

RECORDER'S OFFICE, *Macomb, Sept. 11th*, 1857.

STATE OF ILLINOIS, *McDonough County*:

I hereby certify that the annexed instrument was duly recorded in the land records of said county, in vol. 4, p. 202, No. 20,792.

W. G. HEAD,
Clerk Circuit Court and Recorder McDonough County.

Fifth. Also a deed from George W. McPherson and Lucy Amanda McPherson, his wife, to Harrison Dills, in the words and figures following, to wit:

12.273.

83 This indenture made the eleventh day of May, in the year of our Lord one thousand eight hundred and fifty-three, between George W. McPherson and Lucy Amanda McPherson, his wife, of the county of Pike, and State of Illinois, the said Lucy Amanda McPherson being daughter and sole heir-at-law of Rachel Lloyd, formerly Rachel Wadsworth, who was a daughter and heir-at-law of James D. Wadsworth, deceased, parties of the first part, and Harrison Dills, of the county of Adams, and State aforesaid, party of the second part, witnesseth that the said parties of the first part, for and in consideration of the sum of three hundred dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, sell, and convey, and confirm unto the said party of the second part, his heirs and assigns, forever, all the certain parts or parcels of land situate, lying, and being in the State of Illinois, in the tract appropriated by acts of Congress for military bounties, and described as follows, viz: Being the southeast quarter of section seventeen, township two north, range five west; northeast quarter of section twenty-four, township one north, range six west; northeast quarter of section thirty-three, township two north, range seven west;
84 northwest quarter of section fourteen, township one south, seven west; southwest quarter of section eleven, township one south, range eight west; northwest quarter of section twenty-five, township two south, range five west; northwest quarter of section thirty-three, township two south, range eight west; southwest quarter of section fourteen, township one south, range five west; northwest quarter of section twenty-four, township one north, range six west; northwest quarter of section thirty six, township one north, range seven west; southeast quarter of section twenty, township one north, range eight west, in the county of Adams, Also, "the northeast quarter of section ten, township six north, range two west;" southeast quarter of section thirteen, township seven north, range four west; "northwest quarter of section ten, township six north, range two west, in McDonough county." Also, southeast quarter of section eight, township three north, range eight west; southwest quarter of section fourteen, township three north, range eight west; south half of section fourteen, township seven north, range six west; southwest quarter of section twenty-six, township five north, range eight west; northeast quarter of section twenty-five, township three north, range nine west, in Hancock county. Also, southwest
85 quarter of section twenty-six, township eleven north, range five west; southeast quarter of section twenty-six, township eleven north, range five west; southeast quarter of section twenty, township nine north, range four west; south half of section twenty-

one, township nine north, range four west, in Henderson county. Also, southeast quarter of section twenty-two, (22,) township thirteen north, range four west; northwest quarter of section twenty-two, township thirteen north, range four west; north half of section three, township thirteen north, range one west, in Mercer county. Also, northeast quarter of section twenty-three, township nine north, range two west, in Warren county. Also, northwest quarter of section thirty-two, township three south, range four west; north half of section twenty-nine, in township seven south, range three west; southwest quarter of section thirty-five, township three south, range four west; northeast quarter of section fifteen, township seven south, range four west; east half of section thirty, township four south, range six west; northwest quarter section eighteen, township six south, range five west; southwest quarter of section twenty-two, township five south, range four west; south half of section three, township six south, range five west, in Pike county. Also,
86 southwest quarter of section twenty-two, township thirteen south, range one west; southeast quarter of section thirty-two, township thirteenth south, range one west; north half of section twenty-five, township eight south, range three west; northwest quarter of section twenty-six, township twelve south, range two west, in Calhoun county. Also, north half of section twenty-one, township one south, range two west; southeast quarter of section seventeen, township one south, range one west; northeast quarter of section thirty-four, township one south, range two west, in Brown county. Also, southwest quarter of section four, township eight north, range seven east; southwest quarter of section eight, township nine north, range eight east; northeast quarter of section eleven, township nine north, range seven east, in Peoria county. Also, southeast quarter of section eighteen, township thirteen north, range six east; south half of section twenty-six, township thirteen north, range six east; southwest quarter of section twenty-four, township thirteen north, range six east, in Stark county. Northwest quarter of section twenty-seven, township fourteen north, range eight, in Bureau county. Also, north half of section fourteen, township nine north, range two east; north half of section thirty-six, township eleven north, range one east, in Knox county. Also, southwest quarter of section
87 thirty, township three north, range three east; northwest quarter of section thirty-two, township four north, range one east; southeast quarter of section one, township six north, range [range] three east; southwest quarter of section fourteen, township five north, range three east; south half of section twenty, township five north, range three east; southeast quarter of section two, township six north, range four east, in Fulton county, together with all and any other lands in the said bounty land district in the said State of Illinois, to which the said parties of the first part may have any interest, either in law or equity, with the exception of three of the above-mentioned tracts formerly deeded to Eli D. Walker, and one tract formerly deeded to Aaron Dickinson, the numbers of which are not recollected, as the heirs of said James D. Wadsworth, deceased, to-

gether with all and singular the tenements, hereditaments, and appurtenances thereto belonging, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part of, in, and to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, and every part and parcel thereof, together with the appurtenances, unto the said
88 party of the second part, and to his heirs and assigns, forever.

And the said parties of the first part covenant and agree with the said party of the second part, that, as the heir of the said James D. Wadsworth, deceased, they have in fee simple, and in their own right, an equal undivided one-fifth part of the above-described pieces or parcels of land, and that they are free from any conveyance or incumbrance done or suffered by either of us, as said heir or heirs.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

[SEAL.] GEO. W. McPHERSON.
[SEAL.] LUCY AMANDA McPHERSON.

Sealed and delivered in presence of—
J. K. CLEVELAND.

The words "eleven" and "eight" in the first line of the second page, written on erasure before signing, and the word "three," in the twenty-fifth line of the fourth page, interlined before signing; the words "north half of sec. 9, township one, range two west," in lines 29 and 30, on page 3, were erased before signing.

JOHN K. CLEVELAND, *Witness.*

STATE OF ILLINOIS, *Pike County, ss:*

Be it remembered that on this eleventh day of May, in the year of our Lord one thousand eight hundred and fifty-three
89 George McPherson and Lucy Amanda, his wife, who are personally known to the undersigned justice of the peace in and for said county, to be the identical persons who executed and whose names are subscribed to the foregoing deed of conveyance, as having executed the same, came before me and acknowledged the same to be their voluntary act and deed for the purposes therein expressed. And the said Lucy Amanda McPherson, being by me made acquainted with the contents of said deed of conveyance, and examined separate and apart from her said husband, acknowledged that she executed the same, and relinquished her rights of inheritance voluntarily, freely, and without the compulsion of her said husband, and that she does not wish to retract the same.

In testimony whereof, I have hereunto set my hand and affixed my seal, at my office at Perry, the day and year first above written.

[SEAL.] JOHN K. CLEVELAND, *J. P.*

STATE OF ILLINOIS, *County of Pike, ss:*

I, John J. Collard, clerk of the County Court within and for said county, do certify that J. K. Cleveland, esq., whose genuine signature, with which I am well acquainted, appears to the foregoing and attached certificate, was at the time of signing the same, to wit, on the 11th day of May, A. D. 1853, an acting justice of the
90 peace, duly elected, qualified, and commissioned, and that as such full faith and credit should be given to all his official acts.

Given under my hand and the seal of said court, at my office in Pittsfield, this 13th day of May, A. D. 1853.

[SEAL.] JNO. J. COLLARD, *Clerk.*

STATE OF ILLINOIS, *Pike County:*

On this 12th day of May, A. D. 1853, personally came before the undersigned, justice of the peace in and for said county, Jemima Marsh, a creditable person, who, upon oath, deposeth and saith that she was well acquainted with James D. Wadsworth, who died in Calhoun county, in said State, on or about the year A. D. 1818, and at the time of his decease had six children—three sons and three daughters—named John Caton Wadsworth, William Wadsworth, and Samuel Wadsworth, who died on or about the year 1827 or 8; and the three daughters, named as follows: Elizabeth Wadsworth, who intermarried with Richard Dickinson; Susan E. Wadsworth, and Rachel Wadsworth, who are the only children and the only heirs-at-law of the said James D. Wadsworth, dec'd; and that the said daughter, Rachel Wadsworth, intermarried with John Lloyd on or about the year 1820; and that said John Lloyd died on or about
91 the year 1825, and that on or about the year 1826 Rachel Lloyd also died, and at the time of their death they had one daughter, she being their only child, whose name was Lucy Amanda Lloyd, who has since intermarried with George W. McPherson, on or about the year A. D. 1842, and that the said Lucy Amanda McPherson and George McPherson are still living, and that their names, which are subscribed to the foregoing deed, were there subscribed by the said Lucy Amanda McPherson and George W. McPherson in my presence, and that they are the identical persons above named, and that they are heirs-at-law of the said James D. Wadsworth, dec'd, as she verily believes; and further deponent saith not, [and further deponent saith not.]

[L. S.] JEMIMA MARSH.

Sworn and subscribed before me this 11th day of May, A. D. 1853.

[SEAL.] JOHN K. CLEVELAND, *J. P.*

STATE OF ILLINOIS, *McDonough County, ss:*

I, J. H. Hungate, clerk of the Circuit Court, and ex-officio recorder of said county, do hereby certify that the foregoing is a true, perfect, and complete copy of an instrument of writing filed for record on the 26th day of July, A. D. 1853, and duly recorded

92 in C of mortgages, on page 572, as appears of record, now on file in my office.

In testimony whereof, I have hereunto set my hand and the seal of said court this 16th day of January, A. D. 1866.

[L. S.] J. H. HUNGATE, *Clerk.*

[Stamp.]

Sixth. Also a deed from Harrison Dills to Charles Chandler, in the words and figures following, to wit:

This indenture, made the eighteenth day of June, in the year of our Lord one thousand eight hundred and fifty-three, between Harrison Dills and Laura, his wife, of Adams county, Ill's, of the first part, and Charles Chandler, of the county of McDonough, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of sixty dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released, and quit claimed, and by these presents, do remise, release and quit claim, unto the said party of the second part, and to his heirs and assigns forever, all that certain part or parcel of lands, situate, lying, and being in the State of Illi-
93 nois, in the tract appropriated by acts of Congress for military bounties, known and described as follows, to wit, northeast quarter of section ten and the northwest quarter of section ten, of township six north, in range two west of the fourth principal meridian; also, southeast quarter of thirteen, in township seven north, in range four west of the fourth principal meridian, in McDonough county, Illinois, it being the same that was conveyed by George W. McPherson and wife, as heirs-at-law of James D. Wadsworth, deceased, to the party of the first part, on or about the 11 day of May, 1853; together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, and all the estate, right, title, interest, property, possession, claim, and demand whatever, as well in law as in equity, of the said parties of the first part, of, in, and to the above described premises, and every part and parcel thereof. with the appurtenances, to have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

In witness whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

[SEAL.] HARRISON DILLS.

[SEAL.] LAURA DILLS.

Sealed and delivered in presence of—

94 STATE OF ILLINOIS,
Adams County, ss:

Be it remembered, that on this twentieth day of June, in the year of our Lord one thousand eight hundred and fifty-three, Harrison Dills, and Laura Dills, his wife, personally known to the undersigned, James C. Bernard, county clerk of said county, to be the identical person who executed and whose names are subscribed to the foregoing deed of conveyance, as having executed the same, came before me and acknowledged the same to be their voluntary act and deed for the purposes therein expressed.

And the said Laura Dills, being by me made acquainted with the contents of said deed of conveyance, and examined separate and apart from her said husband, acknowledged that she executed the same, and relinquished her dower in the premises therein mentioned, voluntarily, freely, and without the compulsion of her said husband, and that she does not wish to retract the same.

In testimony whereof, I have hereunto set my hand and affixed the county seal of said county, at my office in Quincy, the day and year first above written.

[L. S.] JAMES C. BERNARD, *Clerk.*

Seventh. A contract from Charles Chandler to William Swan, John H. Lewis, and Richard J. Lowe, for said half section of land,
95 in the words and figures following, to wit:

Know all men by these presents, that Charles Chandler is held and firmly bound unto Wm. Swan, John H. Lewis, and Richard J. Lowe, of the county of McDonough and Fulton, in the State of Illinois, in the penal sum of five thousand dollars, lawful money of the United States, for the payment of which, well and truly to be made, he binds himself, his heirs, executors, administrators, and assigns, firmly by these presents. Signed with his hand and sealed with his seal, and dated at Macomb, this 8th day of Sept., A. D. eighteen hundred and fifty-seven.

Now the condition of the above obligation is such, that whereas the said Wm. Swan, John H. Lewis, and Richard J. Lowe, has purchased from said Charles Chandler, the north half of section ten (10,) in township six north and range two west, of the 4th principal meridian, in McDonough county, Illinois, for the sum of four thousand doll's, and given their notes for the residue, payable with interest as foll's, $1,000, 1st Jan'y, 1858, with 10 per cent. interest; $1,000, 1st Jan'y, 1859, with 6 per cent. interest; $1,000, 1st Jan'y, 1860, with 6 per cent. interest; $1,000, 1st Jan'y, 1861, with 10 per cent. interest. Now, provided said Wm. Swan, John H. Lewis, and Rich'd J. Lowe, shall well and truly pay, or cause to be paid and satisfied, said notes, as soon as they shall respectively become due and
96 payable, and shall also pay all taxes assessed on said land since the 1st Jan'y, 1857; then shall the said Charles Chandler or his legal representatives, make and execute a quit claim deed of conveyance, for said land, unto the said Wm. Swan, John H. Lewis, Rich'd

J. Lowe, or their assigns. Provided said notes shall not be paid as soon as they shall respectively become due, or said taxes as above mentioned as shall not be paid, then this obligation to be forever void, in law and equity, otherwise to remain in full force and effect. And provided, also, that the time herein stipulation for the payment of said notes, and each of them, shall be regarded as of the essence of this contract, and that non-payment of either of said notes, when due, shall be considered as an avoidance of this bond, and an absolute forfeiture of the payments that may have been previously made.

[SEAL.] CHAS. CHANDLER.
[Cancelled.] By D. P. WELLS, *Agent.*

Eighth. Also a deed from Daniel Waldo to Charles Chandler, in the words and figures following, to wit:

This indenture, made and entered into this twenty-third day of May, in the year of our Lord one thousand eight hundred and forty-nine, between Daniel Waldo, of the county of Morgan, and State of Illinois,
97 of the first part, Cha's Chandler, of the county of McDonough, and State of Illinois, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of fifty dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby alien, release, remise, and quit claim unto the said party of the second part, his heirs and assigns forever, all and singular, the following described real estate, situate, lying, and being in the county of McDonough, and State of Illinois, and designated as being the northwest quarter of section ten, (10,) six north, range two west; also the southeast quarter of section thirteen, seven north, range four west of the fourth principal meridian; together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; to have and to hold the above-described premises unto the said party of the second part, his heirs and assigns forever.

In testimony whereof, the said party of the first part has hereunto set his hand and affixed his seal the day and year first herein written.

[SEAL.] DANIEL WALDO.

Signed, sealed, and delivered in presence of—

STATE OF ILLINOIS, *McDonough County, ss:*

98 I, John O. C. Wilson, a justice of the peace within and for said county, do hereby certify, that Daniel Waldo, whose signature appears to the foregoing deed of conveyance, and who is personally known to me to be the real person whose name is subscribed to said dead, as having executed the same, this day appeared before me, and did acknowledged that he had signed, sealed, and delivered the same, as his free act and deed, for the uses and purposes therein expressed.

In testimony whereof, I have hereunto subscribed my name and affixed my seal, at Macomb, this 23d day of May, anno Domini eighteen hundred and forty-nine.

[SEAL.] JOHN O. C. WILSON, *J. P.*

STATE OF ILLINOIS, *McDonough County:*

RECORDER'S OFFICE,
Macomb, May 23, 1849.

I, W. T. Head, recorder of said county, do certify that the within deed is this day duly recorded in said office in book M, on pages 438 and 439.

Fee, $0 85.

W. T. HEAD, *Recorder.*

Ninth. Defendants, in connexion with said contract from Charles Chandler to William Swan and others, above copied, then and there proved the handwriting of David P. Wells to said contract; and also proved that said Wells was at and about the time of the
99 making of said contract admitted general agent of the said Wells, but showed no power-of-attorney from said Chandler to said Wells authorizing him to make said contract.

Defendant then proved by deeds in due form read in evidence in said cause, that said Charles Chandler, after said contract, and on 14th September, 1864, conveyed said premises to said Thomas A. Swan and Levi H. Shriner, under whom all defendants reside on and claim possession and title to said premises.

Tenth. Defendant, in this as well as in four other suits in ejectment for said half section of land then pending, by deeds produced and read in evidence on said cause, proved that defendant, Shriner, and Levi H. Shriner, Thomas A. Swan, and Delany Stewert, and other parties, defendant in the four several suits in the Circuit Court of the United States, and claiming such title under the title aforesaid, derived through the said Charles Chandler, had resided upon said land, claiming under said title by deeds purporting to convey in fee to them, and had been in actual possession thereof by residence, claiming under said title, for seven successive years prior to the commencement of said suits, of which there had been originally four, which were tried as one suit, for the purpose, of presenting
100 the questions arising in said causes.

Eleventh. Said defendants, plaintiff objecting thereto, also for the purpose of making out their defence under said 1st section of said act of the legislature of Illinois, in force 1839, heretofore copied, introduced, and proved, and read receipts for taxes paid upon said land, purporting to be for the taxes due upon said land for the years 1858, 1859, 1860, 1861, 1862, 1863, and 1864, said taxes having been paid as proved, to the proper officers authorized to receive and receipt for the same, during said respective years. Said tax receipt for the year 1861 was dated May 24th, 1862, and said tax receipt for the year 1864, was dated January 2d, 1865. Defendants also proved that said William Swan, John H. Lewis, and Richard J. Lowe, to whom said contract was given, paid the consideration therein expressed, to wit, the sum of five thousand dollars, and that the said parties, Shriner and others, who respectively claim a title to the aforesaid premises, insist that the said land was occupied by them as

claiming title thereto in fee simple, by residence thereon for seven successive years, prior to the commencement of suits, they claiming
title to said premises under title deduced through said
101 Chandler, and for which title they had paid a valuable consideration in money, to wit, to extent of five thousand dollars, no notice being proven in said case of any knowledge on the part of said Swan, Lewis, or Lowe, or those claiming under any of them, of any error or irregularity in said record or proceedings.

To the introduction of said evidence offered by the defendants, plaintiff then and there objected, as the same was offered, but the court overruled the objections and admitted the evidence, to which said plaintiff then and there excepted.

Plaintiff then introduced the following record as evidence in the matter of the petition of Jonathan H. Baker, administrator of James D. Wadsworth, deceased.

July Term, A. D. 1858.

STATE OF ILLINOIS, *Mc Donough County, ss:*

County court of McDonough county, July term, A. D. 1858, begun and held at the court-house in Macomb, on Monday, the fifth day of July, A. D. 1858.

Present, Hon. Thompson Chandler, judge; Isaac Grantham, clerk; George A. Taylor, sheriff.

102 Be it remembered that heretofore, to wit, on the eighth day of November, A. D. 1855, at a regular term of said court, came David P. Wells, esq., and caused to be filed in said court a certain paper in writing, which reads in the words and figures following, to wit.

To the honorable County Court of McDonough county: The undersigned would respectfully represent that the late James D. Wadsworth died in the county of Calhoun, and State of Illinois, in the month of October, A. D., 1818; that there is now property in this county subject to administration, and that there are debts existing against said estate. We therefore respectfully request that letters of administration be granted to the public administrator in said estate.

DAVID P. WELLS.

And afterwards, to wit, on said eighth day of November, A. D. 1855, there was entered of record in said court, amongst other proceedings thereof, a certain order herein, which reads in the words and figures following, to wit:

And now, again, on this day, came David P. Wells, and represented to the court that James D. Wadsworth died in the county of Calhoun, and State of Illinois, in the month of October, A. D. 1818, and that there is now property in McDonough county not administered
on, belonging to the estate of said deceased, and that there are
103 debts due and owing from said estate, and petitioned the court

to grant letters of administration to the public administrator of McDonough county on the estate of the said James D. Wadsworth, deceased. Whereupon, on motion of said D. P. Wells, and on further proof to the satisfaction of the court of the facts set forth by said Wells, and it is ordered that said petition be granted, provided the said public administrator, to wit, Jonathan H. Baker, first file in this court his bond as such administrator, in the form required by law, with security thereon, to be approved by the court.

Pursuant to the last foregoing order, the said Jonathan H. Baker thereupon came and presented in said court, for the approval and acceptance thereof, his bond as administrator herein, which said bond is in the words and figures following, to wit:

Know all men by these presents, that we, Jonathan H. Baker and David Lawson, of the county of McDonough, and State of Illinois, are held and firmly bound unto the people of the State of Illinois, in the penal sum of twenty-four hundred dollars, current money of the United States, which payment well and truly to be made and per.
formed, we, and each of us, bind ourselves, our heirs,
104 executors, administrators, and assigns, jointly, severally, and firmly by these presents.

Witness our hands and seals this 8th day of November, A. D. 1855.

The condition of the above obligation is such that if the said Jonathan H. Baker, administrator of all and singular the goods and chattels, rights and credits of James D. Wadsworth, deceased, do make or cause to be made, a true and perfect inventory of all and singular the goods and chattels, rights and credits, of the said deceased, which shall come to the hands, possession, or knowledge of him, the said Jonathan H. Baker, as such administrator, or to the hands of any person or persons for him, and the same so made, do exhibit, or cause to be exhibited, in the County Court for the said county of McDonough, agreeable to law, and such goods and chattels, rights and credits, do well and truly administer according to law, and all the rest of the said goods and chattels, rights and credits, which shall be found remaining upon the account of the said administrator, the same being first examined and allowed by the County Court, shall deliver and pay unto such person or persons, respectivey, as may be legally entitled thereto, and further do make a just and true account of all his acting and doings therein, when thereunto required by the
said court, and if it shall hereafter appear that any last will
105 and testament was made by the deceased, and the same be proved in court, and letters testamentary or of administration be obtained thereon, and the said Jonathan H. Baker do in such case, on being required thereto, render and deliver up the letters of administration granted to him as aforesaid, and shall in general do and perform all other acts which may at any time be required of him by law, then this obligation to be void, otherwise to remain in full force and virtue.

[SEAL.] J. H. BAKER.
[SEAL.] D. LAWSON.

Taken, entered into, and acknowledged before me this 8th day of November, 1855.

ISAAC GRANTHAM,
Clerk of the County Court of McDonough Co., Ill's.

The said Jonathan H. Baker thereupon, in said court, took and subscribed an oath as administrator, in the words and figures following, to wit:

STATE OF ILLINOIS, *McDonough County, sct:*

I do solmenly swear that I will well and truly administer all and singular the goods and chattels, rights credits, and effects of James D. Wadsworth, deceased, and pay all just claims and charges against his estate, so far as his goods, chattels, and effects shall
106 extend and the law charge me, and that I will do and perform all other acts required of me by law, to the best of my knowledge and abilities.

J. H. BAKER.

Sworn to and subscribed before me this eighth day of November, A. D. 1855.

ISAAC GRANTHAM,
Clerk County of McDonough Co., Ill's.

And thereupon, on said day, there was entered of record in said court a certain order thereof, which reads in the words and figures following, to wit:

And now, on this day, came Jonathan H. Baker, public administrator of McDonough county, and gave bond as administrator of the estate of James D. Wardsworth, deceased, with David Lawson as his surety, in the penal sum of twenty-four hundred dollars conditioned according to law, which is accepted and approved by the court, and ordered to be filed and recorded; it is further ordered that the clerk issue letters of administration to the said Jonathan H. Baker on said estate, according to the order of appointment herein, and that he is.

Pursuant to the last foregoing order, the said clerk thereupon issued letters of administration, under his hand and the seal of said court, to wit, on the eighth day of November, A. D. 1855. which said letters were duly entered of record, and appears in the words and
107 figures following, to wit:

STATE OF ILLINOIS. *McDonough County ss:*

The people of the State of Illinois, to all whom these presents shall come greeting:

Know ye, that whereas James D. Wadsworth, of the county of Calhoun and State of Illinois, died intestate, as it is said, on or about the day of October, A. D. 1818, having at the time of his decease personal property in this State, which may be lost, destroyed or diminished in value if speedy case be not taken of the same; to the end

therefore that said property may be collected and preserved for those who shall appear to have a legal right or interest therein, we do hereby appoint the public administrator, Jonathan H. Baker, of the county of McDonough and State of Illinois, administrator of all and singular the goods and chattels, rights and credits, which were of the said James D. Wadsworth at the time of his decease, with full power and authority to secure and collect the said property and debts whereever the same may be found in this State, and in general to do and perform all other acts which now are or hereafter may be required of him by law.

108 Witness Isaac Grantham, clerk of the County Court, at the court-house, in Macomb, this eighth day of November, A. D. 1855.

ISAAC GRANTHAM, *Clerk.*

And afterwards, to wit, on the sixth day of February, A. D. 1856, the said Jonathan H. Baker, as administrator as aforesaid, and caused to be filed in said court a copy of the public notice given by him, appointing said day for the settlement and adjustment of claims against the estate of the said James D. Wadsworth, deceased, together with the proof of the due publication thereof, which said notice and proof attached are in the words and figures following, to wit:

Estate of James D. Wadsworth, deceased.

Notice is hereby given that I will attend before the County Court of McDonough county, at the February term thereof, to commence on the first Monday of said month, A. D. 1856, for the purpose of settling and adjusting all claims against the estate of James D. Wadsworth, dec'd, when and where all persons holding claims against the said deceased are requested to present the same for adjustment. All persons indebted to said estate are requested to make immediate payment.

Dec. 12, 1855.

J. H. BAKER, *Public Adm'r*
Of the estate of James D. Wadsworth, dec'd.

109 We, the undersigned publishers of the McDonough Democrat, a weekly newspaper, printed and published in the town of Macomb, McDonough county, Illinois, do certify that the notice annexed was duly published in said paper for four successive weeks, the first insertion being in the issue dated Dec. 12, and the fourth insertion Jan. 2, 1856.

Macomb, Feb. 4, 1856.

SMITH & ROYALLY,
Publishers.

Printer's fee, $2 50.

And afterwards, on said sixth day of February, A. D. 1856, there was entered of record in said court, amongst other proceedings thereof,

a certain order herein, which reads in the words and figures following, to wit:

This day personally came Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased, in pursuance of public notice previously given, as appears by printer's certificate filed herein, and attended in court to settling claims against said estate.

And thereupon on said sixth day of February, A. D. 1856, came David P. Wells, and caused to be filed in said court a certain transcript of judgment with an assignment thereof, endorsed thereon, which said transcript is in the words and figures following, to
110 wit:

Names of parties against whom judgments have been obtained.		Names of parties in whose favor judgments have been obtained.	
Wadsworth, James D.		Benjamin Wood.	
Debt.	Damages and costs.	Time of filing.	Attorney's names.
$606	$15 25-100	May 14, 181[illegible].	W. A. Seely.

SUPREME COURT, CLERK'S OFFICE,
New York, September 19, 1855.

I certify that the foregoing is a correct transcript from the docket of judgments kept in my office, and that said judgment is unsatisfied by record.

RICH'D B. CONNELLY, *Clerk.*

Endorsed upon which transcript is the following assignment, to wit:

For value received, I, Benjamin Wood, the plaintiff named in the within-entitled action, assigns, transfers, and sets over unto Truman Roberts, of the City of New York, all my right, title, and interest in the within judgment, to be held and used by the said Truman Roberts at and for his own account and risk; and it is hereby understood that the said Benjamin Wood is not to be held responsible for any expense in the prosecution of this claim under said judgment.

BEN. WOOD.

Witness—
JOHN A. WOOD.

111 And at the same time, to wit, on the said sixth day of February, A. D. 1856, said David P. Wells filed in said court a certain account in writing which reads in the words and figures following, to wit:

Estate of James D. Wadsworth,
To Truman Roberts, for the use of D. P. Wells, Dr.

1856.			
Feb'y 1st.	To am't of judgment, rendered May 14th, 1817, favor of B. Wood	$606	50
	Damages and costs	15	25
	Interest on same, 38 years 8 mo	1,381	68
	Bal. due	$2,002	92

And afterwards, on said sixth day of February, A. D. 1856, there was entered of record in said court, amongst proceedings thereof, a certain order herein, which reads in the words and figures following, to wit:

On motion of David P. Wells, it is ordered that Truman Roberts be allowed against the estate of James D. Wadsworth, deceased, for use of David P. Wells, the sum of two thousand and two dollars and ninety-three cents, in the 4th class, per account filed.

And afterwards, to wit, on the eighteenth day of March, A. D. 1857, the said Jonathan H. Baker, as administrator upon said estate,
112 caused to be filed in said court a copy of the public notice given by him to the unknown heirs of James D. Wadsworth, deceased, setting forth his intention to apply to the County Court for a decree to sell real estate therein named, with proof of due publication thereof, which notice and proof attached are in the words and figures following, to wit:

In the McDonough County Court.—To the March term, A. D. 1857.

Notice of petition for sale of real estate.

JONATHAN H. BAKER, administrator of the estate of James D. Wadsworth, dec'd,
vs.
THE UNKNOWN HEIRS OF JAMES D. WADSWORTH, deceased.

STATE OF ILLINOIS, *McDonough County, ss:*

Notice is hereby given that I will, on the second day of the March term, A. D. 1857, petition the County Court, in and for the county of McDonough and State of Illinois, for a decree to enable me to sell the following described land, in the State of Illinois, to wit: The N. E. 10, 6 N., 2 W.; the N. W. 10, 6 N., 2. W.; N. E. 3, 13 N., 1 W.; S. E. 22, 13 N., 4 W.; N. E. 13, 13 N., 2 W.; and N. W. 27, 14 N., 8 E., or so much thereof as may be necessary to pay the debts of the said James D. Wadsworth, deceased, when and where
113 all persons interested in said real estate are requested to show cause why it should not be sold for purposes aforesaid.

JONATHAN H. BAKER,
Adm'r of the estate of James D. Wadsworth, dec'd.

MACOMB, *Jan.* 13, 1857.

This certifies that the annexed notice of petition for the sale of real estate has been published in the Macomb Eagle, a weekly newspaper of general circulation, printed and published in the city of Macomb, McDonough county, Illinois, for six weeks, successively, commencing on [on] the 17 day of January, 1857.

March 17, 1857.

ABBOT & MITCHELL, *Publishers.*

And afterwards, to wit, on the 18th day of March, A. D. 1857, the said J. H. Baker, as administrator of James D. Wadsworth, deceased, caused to be filed in said court his petition for the sale of real estate, which petition reads in the words and figures following, to wit :

STATE OF ILLINOIS, *McDonough County, ss :*

To the hon. judge of the McDonough County Court, to the March term thereof, to be holden on the 3d Monday in the said month, in probate sitting :

114 The petition of Jona. H. Baker, administrator of all and singular the goods and chattels, rights and credits, which were of James D. Wadsworth, deceased, respectfully represents, that on or about the , the said James D. Wadsworth departed this life intestate; that on the eighth day of November, A. D. 1855, your petitioner was, by the County Court of McDonough county, Illinois, duly appointed administrator of the estate of the said James D. Wadsworth, as by the letters of administration, now to the court here shown, will more fully appear. Your petitioner further represents, that the said deceased has no personal estate that has come to his knowledge in this State; that there is due and owing from the said estate of said intestate the sum of two thousand and two dollars and ninety-three cents.

Your petitioner further states that the said James D. Wadsworth died seized of the following described real estate, situated in the State of Illinois, to wit : The N. W. q'r sec. 10, township 6 N., 2 W.; the N. E. q'r sec. 10, township 6 N., 2 W.; the N. E. q'r sec. 3, township 13 N., 1 W.; the S. E. q'r sec. 22, township 13 N., 4 W.; the N. E. q'r sec. 13, township 13 N., 2 E.; the N. W. q'r sec. 27, township 14 N., 8 E.

Your petitioner therefore prays the aid of the court in the premises, and that the said real estate, or as much thereof as

115 shall be necessary to pay the debts of the said intestate, may be sold for that purpose, and as in duty bound will ever pray, &c.

March 16, 1857.

J. H. BAKER,
Administrator of the estate of James D. Wadsworth.

And upon said day, said petition coming on to be heard, Geo. Wells, esq., was appointed guardian ad litem for the unknown heirs

of said deceased, and thereupon come the said Geo. Wells and filed herein his answer as such guardian ad litem, which said answer reads in the words and figures following, to wit:

Petition to sell real estate.

In the matter of the petition of Jona. H. Baker, adm'r of the estate of James D. Wadsworth, dec'd:

The answer of George Wells, guardian ad litem of the minor heirs of James D. Wadsworth, deceased, the said guardian for answer unto said petition, and the matters therein contained, says that he knows nothing relative to the same, but leaves said petitioner to make proof thereof, as this court may direct.

GEO. WELLS, *Guardian ad litem.*

And thereupon, on said eighteenth day of March, A. D. 1857, said cause coming on to be heard upon the petition filed
116 herein, pro confesso order the answer of the guardian ad litem and proofs and exhibits, there was entered of record in said Court a certain decree for the sale of the real estate of which said deceased died seized, which said decree is in the words and figures following, to wit:

In the McDonough County Court.—March term, 1857.

Decree.

JONA. H. BAKER, adm'r of the estate of James D. Wadsworth, complainants,
v.
THE UNKNOWN HEIRS OF JAMES D. Wadsworth, dec'd, defendants.

STATE OF ILLINOIS, *McDonough County, ss:*

And now, on this day, came the petitioner, Jona. H. Baker, administrator of the estate of James D. Wadsworth, deceased, and it appearing to the satisfaction of the court that due notice of the presentation of the petition filed herein had been given, as required by the statute in such case made and provided; and the said unknown adult heirs and defendants being solemnly called, came not, nor any person for them, to defend this suit, but herein made default:

It is therefore ordered and decreed by the court, that the
117 prayer of the said petition, and the matters and things therein contained, be taken as confessed against the said adult heirs, defendants. And as to minor heirs, at the suggestion of the petitioner herein, it is ordered and decreed, that George Wells, esq., an attorney of this court, be, and he is hereby, appointed guardian ad litem for said unknown minor heirs.

And now, again, on this day, came this cause on to be heard upon the pro confesso order against the said adult heirs, the answer of the guardian ad litem, the proofs and exhibits filed herein, and it appearing to the satisfaction of the court, that from the report of the said

petitioner herein, that there is no personal property in this State belonging to the estate of the said James D. Wadsworth, deceased; and it further appearing to the court that there are debts to the amount of two thousand and two dollars and ninety-three cents due and unpaid against the estate of the said James D. Wadsworth, and that there is no personal property out of which the said petitioner, as administrator of said estate, can make the same; and it further appearing to the satisfaction of the court, that the said James D. Wadsworth died seized of the following described real estate, to wit:

The northwest quarter of section ten, in township six north, in range two west; the northeast quarter of section ten, in town-
118 ship six north, in range two west, in McDonough county, State of Illinois; the northeast quarter of section three, in township thirteen north, in range one west, and the southeast quarter of section twenty-two, in township 13 north, range 4 west, in Mercer county, Illinois; the northwest quarter of section 27, in township fourteen north, range 8 east, in Bureau county, Illinois, and the northeast quarter of section 13, (thirteen,) in township thirteen north, in range two east, in Knox county, Illinois.

It is therefore ordered, adjudged, and decreed by the said court, that the said Jona H. Baker, administrator of the estate of the said James D. Wadsworth, deceased, proceed to sell the above-described real estate, to wit: The N. E. 10, 6 N., 2 W.; the N. W. 10, 6 N., 2 W., in McDonough county; the N. E. 3, 13 N., 1 W., and S. E. 22, 13 N., 4 west, in Mercer county; N. W. 27, 14 N., 8 E., in Bureau county, and the N. E. 13, 13 N., 2 E., in Knox county, or so much thereof as may be necessary to pay said debts and costs, at the door of the court-house, in the town of Macomb, at public vendue, to the highest and best bidder, on a credit of six month, and take bond with good security for the payment of the purchase money, with a mortgage on the premises sold. It is further ordered and
119 decreed that the said sale be made between the hours of 10 o'clock in the forenoon and five o'clock in the afternoon of the day fixed by said administrator for said sale, and that said Jona. H. Baker, as administrator of said estate, give public notice of the time and place and terms of said sale, together with a description of the property, by putting up notices thereof in at least four of the most public places in the county of McDonough, and by causing a notice to be published in the Macomb Eagle, for six weeks successively, before the day fixed for said sale, and that upon such sale the said Jona. H. Baker, as administrator of the estate of the said James D. Wadsworth, deceased, make, execute, acknowledge, and deliver to the purchaser or purchasers thereof a deed or deeds of conveyance for the premises sold, and that he report his proceedings herein to this court.

THOMPSON CHANDLER,
County Judge.

And afterwards, to wit, on the 4th day of Feb'y, A. D. 1858, the said Jonathan H. Baker, administrator of the estate of James D. Wads-

worth, deceased, caused to be filed in said court a copy of the notice of sale of real estate of said James D. Wadsworth, deceased, together with proof of publication attached, which notice and proof reads in the words and figures following, to wit:

120 *Administrator's sale.*

By virtue of an order and decree of the County Court of McDonough county, Illinois, rendered at the March term thereof, on the petition of the undersigned, administrator of the estate of James D. Wadsworth, deceased, for leave to sell the real estate of said deceased, I shall, on the 15th day of May next, between the hours of 10 o'clock a. m. and 5 o'clock p. m. of said day, sell at public sale, at the door of the court-house, in Macomb, the following described real estate, to wit:

The northeast quarter of section ten, (10,) in township six (6) north, in range two (2) west, and the northwest quarter of section ten, (10,) in township six (6) north, in range two (2) west, being in the county of McDonough, and State of Illinois. Also, the northeast quarter of section three, in township thirteen north, in range one west; and the southeast quarter section twenty-two, in township thirteen north, in range four west, being in the county of Mercer and State of Illinois. Also, the northeast quarter of section (13,) in township thirteen (13) north, in range two (2) east, in the county of Knox and State of Illinois. Also, the northwest quarter of section twenty-seven, (27,) in township fourteen (14) north, in range eight (8) east, in the county of Putnam and State of Illinois, on a credit of six months.

121 The purchase will be required to give bond and security and a mortgage on the premises sold, to secure the payment of the purchase money.

March 27, '57.

J. H. BAKER,
Adm'r of the estate of J. D. Wadsworth, dec'd.

I hereby certify that the attached notice of sale of the real estate of James D. Wadsworth, deceased, was published in the Macomb Eagle six weeks successively—the first publication being on the 28th day of March, 1857.

Macomb, Feb'y 5, 1858.

NELSON ABBOTT,
Pub. Macomb Eagle.

And afterwards, on said fourth day of February, A. D. 1858, there was, amongst other proceedings of said court, a certain order entered of record, which order reads in the words and figures, to wit:

In the matter of the estate of James D. Wadsworth, deceased.

It appearing to the court that Jonathan H. Baker, administrator of James D. Wadsworth, deceased, has failed to report to this court his second annual report of his proceedings as such administrator, it is

ordered, that the clerk issue a citation to the said Jonathan H. Baker to make said report to this court on to-morrow.

122 Pursuant to the last foregoing order, the clerk issued a citation to said Jonathan H. Baker, adm'r of the estate of James D. Wadsworth, deceased, which said citation reads in the words and figures following, to wit:

STATE OF ILLINOIS, *McDonough county, sct:*

The people of the State of Illinois to any sheriff or constable of said county, greeting:

We command you to cite Jonathan H. Baker, if to be found in your county, personally to be and appear before the County Court of said county of McDonough, at the court-house, in Macomb, on the 5th day of February, A. D. 1858, and report to said court his proceedings as administrator of the estate of James D. Wadsworth, deceased; and have you then and there this writ, and make return thereon in what manner you execute the same.

Witness Isaac Grantham, clerk of said court, at Macomb, this fourth day of Feb'y, in the year of our Lord one thousand eight hundred and fifty-eight.

ISAAC GRANTHAM, *Clerk.*

Afterwards, to wit, on the 5 day of February, A. D. 1858, the above citation was returned by G. A. Taylor, sheriff, having thereon

123 a certain endorsement, which endorsement reads in the words and figures following, to wit:

I have served the within by reading the same to the within-named J. H. Baker, this 5th day of Feb'y, 1858. G. A. Taylor, sheriff. Serving, 50; return 10; 1 mile trav., 5=65. G. A. Taylor.

Afterwards, to wit, on the 5th day of February, A. D. 1858, comes Jonathan H. Baker, adm'r of the estate of James D. Wadsworth, deceased, and caused to be filed in said court his report of the sale of lands of said estate; which said report reads in the words and figures following, to wit:

Estate of James D. Wadsworth.

To the honorable judge McDonough County Court.—To Feb'y term, A. D. 1858.

The undersigned. adm'r of the estate of James D. Wadsworth, dec'd, would now report to the court his proceedings herein, as follows: That he did on the 15th day of May, 1857, in accordance with previous notice, as required by law and the order of this court, proceed to sell the following described real estate, at the door of the court-house, in Macomb, when and where the N.W. 10, 6 N., 2 W., was struck off and sold to Wm. H. Neece, for the sum of two

124 hundred dollars; also, the N.E. 10, 6 N., 2 W., was struck off

and sold to Wm. H. Neece, for one hundred and ninety-five dollars—both of these lots being situated in McDonough county. The N.E. 3, 13 N., 1 W., was struck off and sold to W. H. Neece, for the sum of twenty dollars; also, the S.E. 22, 13 N., 4 W., was struck off and sold to W. H. Neece, for the sum of thirty dollars—both of said tracts being situated Mercer county, Illinois. The N.E. 13, 13 N., 2 E., in Knox county, was struck off and sold to W. H. Neece, for the sum of thirty dollars. The N.W. 27, 14 N., 8 E., in Bureau county, was struck off and sold to W. H. Neece, for the sum of fifty-one dollars—the said Neece being the highest and best bidder for each of the aforesaid tracts of land. The undersigned would further report, that he has made, executed, and delivered to said purchaser deeds, as administrator, for the premises sold, in compliance with the order and direction of this court.

And further, that there yet remains unpaid a balance against the estate of the said J. D. Wadsworth of almost ($1,478,) fourteen hundred and seventy-eight dollars, being an allowance in this court, in favor of Truman Roberts, all of which is respectfully submitted.

J. H. BAKER,
Adm'r of the estate of J. D. Wadsworth, dec'd.

125 And afterwards, to wit, on the fifth day of February, A. D. 1858, there was entered of record in said court, amongst other proceedings thereof, a certain order herein, which reads in the words and figures following, to w. :

In the matter of the estate of James D. Wadsworth, deceased, ss:

On this day comes Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased, in pursuance of a citation issued against him by order of this court on yesterday, requiring him to report his proceedings, as such administrator, to this court on this day, and presents to the court a report of his acts and doings under the law of this court, to sell the real estate of which the said James D. Wadsworth died seized; and the court having examined said report, and it appearing to the court that the said administrator caused proper notice of the time, place, and terms of said sale to be published, as by law and the order of this court required; that in pursuance of said order and notice, he did on the 15th day of May, A. D. 1857, in accordance with said previous notice, as required by law and the order of this court, at the door of the court-house, in Macomb, in McDonough county, sell the said real estate in said order
126 described, at public sale, as follows: The northeast quarter of section ten, in township 6 N., 2 W., to W. H. Neece, for one hundred and ninety-five dollars. The northwest qr. of section 10, in township 6 N., 2 W., to W. H. Neece, for two hundred dollars. The northeast qr. of section 3, in township 13 N., 1 W., to William H. Neece; for twenty dollars; and the southeast quarter of section 22, township 13 N., 4 W., to William H. Neece, for thirty dollars The northeast quarter of section 13, in township 13 N., 2 E., to William H. Neece, for thirty dollars. The northwest

quarter of section 27, township 14 N., 8 E., to William H. Neece, for fifty-one dollars; and that said William H. Neece did thereupon comply with the terms of said sale, and that said administrator has made, executed, and delivered to the said purchaser deeds of conveyance for the several tracts of land so sold to him; and the court being now fully advised touching said sale, it is ordered and adjudged by the court that the said acts and doings of the said administrator, in and about said sale, be approved, and said sale confirmed, and that the deeds, so made by him, be approved.

And afterwards, to wit, on the first day of March, A. D. 1858, come Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased, and caused to be filed in said court, a certain petition for the sale of real estate, which petition reads in the words and figures following, to wit:

127 Of the April term of the County Court of McDonough county, Illinois, A. D. 1858.

STATE OF ILLINOIS, *McDonough County, ss:*

To the Hon. Thompson Chandler, judge of the County Court of McDonough county, Illinois:

The petition of Jonathan H. Baker, public administrator, and administrator of all and singular the goods and chattles, rights and credits, which were of James D. Wadsworth, late of the county of Calhoun, and State of Illinois, who died intestate, respectfully represents, that on or about the —— day of October, A. D. 1818, the said James D. Wadsworth departed this life, leaving certain heirs, to your petitioner unknown; that on the eighth day of November, A. D. 1855, your petitioner was, by Thompson Chandler, county judge of McDonough county, Illinois, duly appointed administrator of the estate of the said James D. Wadsworth.

Your petitioner further represents, that the personal estate of said intestate is insufficient to pay his just debts, and that so far as the same has come to his knowledge, has applied the whole of said personal estate towards the payment of said indebtedness. Your petitioner would further represent, that at the February term, A. D. 1856, of the County Court of McDonough county, Illinois, a decree was granted by said court for the sale of the following real
128 estate belonging to the estate of the said James D. Wadsworth, the proceeds thereof to be appropriated to the payment of the indebtedness of said estate, to wit: The northwest quarter of section ten, in township six north of the base line, in range two west of the fourth principal meridian. The northeast quarter of section ten, in township six north, two west. The northeast quarter of section three, thirteen north, one west. The northeast quarter of section thirteen, thirteen north, two east. The southeast quarter of section twenty-two, thirteen north, 4 west. The northwest quarter of section twenty-seven, in town, fourteen north, eight west, all of the fourth principal meridian, in the State of Illinois; that in pursuance of said decree, the said administrator did, on the fifteenth

day of May, A. D. 1857, sell said lands at public vendue, at the door of the court-house, in the city of Macomb, McDonough county, Illinois, for the sum of five hundred and twenty-six dollars, and that your petitioner has applied all of said last-mentioned sum to the payment of the indebtedness of the estate.

Your petitioner would further represent, that there is still due and owing from the estatate of the said intestate the sum of fourteen hundred and seventy-six and 93-100 dollars, together with the costs of this administration.

Your petitioner further states that the said James
129 D. Wadsworth died seized of the following described real estate, in addition to that hereinbefore described, to wit: The undivided half of the south half of section thirty-two, in township number thirteen south, in range No. one west; undivided half north half of twelve, one south, five west; undivided half of the southwest quarter of fourteen, one south, five west; west undivided half of the southwest quarter of seventeen, one south, one west; undivided half of the east half of thirty-one, ten south, two west; undivided half of the southwest quarter of thirty, three south, three east; undivided half of southwest quarter of fourteen, five north, three east; undivided half of the southeast quarter of twenty, one north, eight west; the south half of twenty-one, nine north, four west; southwest quarter of eight, nine north, eight east; southeast quarter of eighteen, thirteen north, six east; southwest quarter of fourteen, three north, eight west; north half fourteen, nine north, two east; northwest quarter of fourteen, one south, seven west; northwest quarter of thirty-three, eleven north, four west; southeast quarter of twenty-six, eleven north, five west; southwest quarter of twenty-six, eleven north, five west; southwest quarter of twenty-four, thirteen north, six east; southwest quarter of twenty-
130 six, five north, eight west; southwest quarter of four, eight north, seven east; southwest fourteen, seven north, six west; east half of thirty, four south, six west; southeast of four, eleven north, seven east; south half of twenty, five north, three east; southeast of two, six north, four east; southeast quarter of thirteen, seven north, four west; southeast quarter of fourteen, seven north, six west; southeast quarter of eight, three north, eight west; northeast quarter of twenty-five, three north, nine west; south half of twenty-six, thirteen north, six east; northeast quarter of eleven, nine north, seven east; northeast quarter of thirty-four, one south, two west; northwest quarter of twenty-one, one south, two west; north half of nine, one south, two west; north half of thirty-six, eleven north, one east; northeast quarter of thirty-two, four north, one east; northwest quarter of twenty-four, one north, six west; northeast quarter of twenty-nine, seven south, three west; north half of twenty-five, eight south, three west; northwest quarter of twenty-two, thirteen north, four west; northwest quarter of thirty-three, two south, eight west; southwest quarter of eleven, one south, eight west; northeast quarter of thirty-three, two north, seven west; northwest quarter of eight, eight north, three east; northwest quarter of eighteen, six

south, five west; northeast quarter of fifteen, seven south, four
131 west; northwest quarter of thirty-two, three south, four west; southwest quarter of section thirty-five, three south, four west; south half of section one, eleven north, five west of the fourth principal meridian, in the State of Illinois.

He therefore prays the aid of the court in the premises, and that the said real estate, or so much thereof as shall be necessary to pay the debts of the said intestate, may be ordered to be sold for that purpose. He prays also for a guardian ad litem, to be appointed for the unknown minor heirs, defendants; and, as in duty bound, he will ever pray, &c.

JONATHAN H. BAKER,
Administrator of the estate Jas. D. Wadsworth, dec'd.

Of the April term of the McDonough County Court, A. D. 1858.

Petition to sell real estate.

JONATHAN H. BAKER, adm'r of the estate of Jas. D. Wadsworth, dec'd,
vs.
THE UNKNOWN HEIRS OF JAS. D. WADSWORTH, dec'd.

STATE OF ILLINOIS, *McDonough County, sct:*

Jonathan H. Baker, the petitioner in the above-entitled cause, being first duly sworn, deposes and on oath says, that the heirs of James D. Wadsworth, dec'd, are to him unknown, and that he
132 is informed and verily believes that said heirs are all non-residents of this State.

J. H. BAKER.

Subscribed and sworn to before me this 24th day of Feb'y, A. D. 1858.

ISAAC GRANTHAM, *Clerk.*

Of the April term A. D. 1858, of the County Court of McDonough county.

Pet. to sell real estate.

JONA. H. BAKER, adm'r of the estate of Jas. D. Wadsworth, dec'd,
vs.
THE UNKNOWN HEIRS OF JAS. D. WADSWORTH, dec'd.

The clerk will please issue process in this cause, directed to the sheriff of McDonough county, Illinois, and returnable to the above term of the above court; and also cause a notice to be published in accordance with the facts stated in the above affidavit.

BAILEY, VAN VLEEK & WELLS,
Att'ys for Petitioner.

And thereupon, on the first day of March, A. D. 1858, there was issued by said clerk a summons to the unknown heirs of said James D. Wadsworth, dec'd, which said summons reads in the words and figures following, to wit:

STATE OF ILLINOIS, *McDonough County, ss*:

133 The people of the State of Illinois to the sheriff of said county, greeting:

We command you to summon the unknown heirs of James D. Wadsworth, late of Calhoun county, and State of Illinois, deceased, if to be found in your county, personally to be and appear before the County Court of McDonough county aforesaid, in probate sitting, on the first day of the April term thereof, A. D. 1858, to be holden at the court-house, in the city of Macomb, in said county, on the first Monday in the month of April next, to answer to certain petition for the sale of real estate, filed in our said court against them, the unknown heirs of James D. Wadsworth, deceased, by Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased; and have you then and there this writ, and make return thereon in what manner you executed the same.

Witness Isaac Grantham, clerk of our said County Court, at the city of Macomb, this first day of March, in the year of our Lord one thousand eight hundred and fifty-eight.

ISAAC GRANTHAM, *Clerk.*

Afterwards, to wit, on the fifth day of April, A. D. 1858, the above summons was returned, endorsed in the words and figures following, to wit:

134 I cannot, in my county, find the unknown heirs [heirs] of James D. Wadsworth.

April 3d, 1858.

G. A. TAYLOR, *Sheriff.*

And afterwards, to wit, on the fifth day of April, A. D. 1858, the ssid administrator caused to be filed in said court a copy of the publication given by the clerk of said court of the presentation of the foregoing petition, together with the printer's certificate of the due publication thereof, which notice and proof attached reads in the words and figures following, to wit:

Notice.

To the unknown heirs of James D. Wadsworth, deceased: You are hereby notified that Jonathan H. Baker, administrator of the estate of James D. Wadsworth, late of the county of Calhoun, and State of Illinois, did, on the first day of March, A. D. 1858, file his petition in the County Court of McDonough county, in the State of Illinois, for

the sale of the following described real estate belonging to the estate of the said James D. Wadsworth, dec'd, to wit:

The undivided ½ of the S. ½ of sec. 32, in township 13 S., in range No. 1 W.; undivided ½ N. ½, (12,) 1 S., 5 W.; undivided ½ of the S.W quarter of 14, 1 S., 5 W.; undivided ½ [half] S.E. quarter of seventeen, 1 S., 1 W.; undivided ½ of the E. ½ of 31, 10 S., 135 2 W.; undivided ½ S.W. quarter of 30, 3 N., 3 E.; undivided ½ of the S.W ¼ of 14, 5 N., 3 E.; undivided ½ of the S.E. quarter of 20, 1 N., 8 W.; the S. ½ of 21, nine N., 4 W.; S.W. quarter of 8, 9 N., 8 E.; S.E. quarter of 18, 13 N., 6 E.; S.W. quarter of 14, 3 N., 8 W.; N. ½ 14, 9 N., 2 E.; N.W. quarter of 14, 1 S., 7 W.; N.W. quarter of 33, 11 N., 4 W.; S.E. quarter of 26, 11 N., 5 W.; S.W. quarter of 26, 11 N., 5 W.; S.W. quarter of 24, 13 N., 6 E.; S.W. quarter of 26, 5 N., 8 W.; S.W. quarter of 4, 8 N., 7 E.; S.W. 14, 7 N., 6 W.; E. ½ of 34, S., 6 W.; S.E. of 4, 11 N., 7 E.; S. ½ of 20, 5 N., 3 E.; S.E. of 26, N., 4 E.; S.E. quarter of 13, 7 N., 4 W.; S.E. quarter of 14, 7 N., 6 W.; S.E. quarter of 8, 3 N., 8 W.; N.E. quarter of 25, 3 N., 9 W.; S. ½ 26, 13 N., 6 E.; N.E. quarter of 11, 9 N., 7 E.; N.E. quarter of 34, 1 S., 2 W.; N.W. quarter of 21, 1 S., 2 W.; N. ½ of 9, 1 S., 2 W.; N. ½ of 36, 11 N., 1 E.; N.E. qr. of 32, 4 N., 1 E.; N.W. quarter of 24, 1 N., 6 W.; N.E. quarter of 29, 7 S., 3 W.; N. ½ of 25, 8 S., 3 W.; N.W. quarter of 22, 13 N., 4 W.; N.W. quarter of 33, 2 S., 8 W.; S.W. 11, 1 S., 8 W.; N.E. quarter 33, 2 N., 7 W.; N.W. quarter of 8, 8 N., 3 E.; N.W. quarter of 18, 6 S., 5 W.; N.E. quarter of 15, 7 S., 4 W.; N.W. quarter of 32, 3 S., 4 W.; S.W. quarter of 35, 3 S., 4 W.; S. ½ section 1, 11 N., 5 W., of the fourth principal meridian, in the State of Illinois, against you, the unknown heirs of James D. 136 Wadsworth, deceased; and that a summons has issued against you in said cause, returnable on the first day of the April term, A. D. 1858, of said court.

Dated this first day of March, A. D. 1858.

ISAAC GRANTHAM,
Clerk of the County Court of McDonough county.
BAILEY, VAN VLEEK & WELLS,
Solicitors.

The undersigned, editor and publisher of the Macomb Eagle, a weekly newspaper published in the city of Macomb, McDonough county, Illinois, hereby certifies that the notice, of which the annexed is a true copy, was published in said paper for four weeks successively, the first insertion of said notice being in the issue of March 6th, 1858, and the last insertion of said notice in the issue of March 27, A. D. 1858.

NELSON ABBOTT,
Ed. and Pub. Macomb Eagle.

And upon said fifth day of April, A. D. 1858, said petition coming on to be heard, J. C. Thompson, esq., was appointed guardian ad litem for the unknown minor heirs of said James D. Wadsworth, de-

ceased, and thereupon came the said J. C. Thompson, and plead herein his answer as such guardian ad litem, which said answer reads in the words and figures following, to wit:

137 Of the April term of the McDonough County Court, A. D. 1858.

STATE OF ILLINOIS, *McDonough County*:

The answer of J. C. Thompson, guardian ad litem for the unknown minor heirs of James D. Wadsworth, deceased, defendants, to a petition of the administrator of said estate, answering, says he is not advised of the truth of the matters and things in said petition contained, and calls for proof of said allegations.

J. C. THOMPSON,
Guardian ad litem.

And thereupon, on the fifth day of April, A. D. 1858, said cause coming to be heard upon the petition filed herein, pro confesso order, the answer of the guardian ad litem, and proofs and exhibits, there was entered of record in said court a certain decree for the sale of the real estate of which said deceased died seized, which said decree is in the words and figures following, to wit:

Of the April term of the McDonough County Court, A. D. 1858.

Decree.

JONATHAN H. BAKER, adm'r of the estate of James D. Wadsworth, dec'd, complainant,
vs.
THE UNKNOWN HEIRS OF JAMES D. WADSWORTH, defendants.

STATE OF ILLINOIS, *McDonough County ss*:

138 And now, on this day, came the petitioner, Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased; and it appearing to the satisfaction of the court that due notice of the presentation of the petition filed herein had been given, as required by statute in such case made and provided; and the said adult heirs and defendants being three times solemnly called, come not, nor any person for them, to defend this suit, but herein made default, it is therefore ordered and decreed by the court that the prayer of the said petitioner, and the matters and things therein contained, be taken as confessed against the said adult heirs, defendants; and as to minor heirs, at the suggestion of the petitioner herein, it is ordered and decreed that J. C. Thompson, esq., an attorney of this , be, and he is hereby, appointed guardian ad litem for said unknown minor heirs.

And now, again, on this day, came this cause on to be heard upon

the sale of the following described real estate belonging to the estate of the said James D. Wadsworth, dec'd, to wit:

The undivided ½ of the S. ½ of sec. 32, in township 13 S., in range No. 1 W.; undivided ½ N. ½, (12,) 1 S., 5 W.; undivided ½ of the S.W quarter of 14., 1 S., 5 W.; undivided ½ [half] S.E. quarter of seventeen, 1 S., 1 W.; undivided ½ of the E. ½ of 31, 10 S., 135 2 W.; undivided ½ S.W. quarter of 30, 3 N., 3 E.; undivided ½ of the S.W ¼ of 14, 5 N., 3 E.; undivided ½ of the S.E. quarter of 20, 1 N., 8 W.; the S. ½ of 21, nine N., 4 W.; S·W. quarter of 8, 9 N., 8 E.; S.E. quarter of 18, 13 N., 6 E.; S.W. quarter of 14, 3 N., 8 W.; N. ½ 14, 9 N., 2 E.; N.W. quarter of 14, 1 S., 7 W.; N.W. quarter of 33, 11 N., 4 W.; S.E. quarter of 26, 11 N., 5 W.; S.W. quarter of 26, 11 N., 5 W.; S.W. quarter of 24, 13 N., 6 E.; S.W. quarter of 26, 5 N., 8 W.; S.W. quarter of 4, 8 N., 7 E.; S.W. 14, 7 N., 6 W.; E. ½ of 34, S., 6 W.; S.E. of 4, 11 N., 7 E.; S. ½ of 20, 5 N., 3 E.; S.E. of 26, N., 4 E.; S.E. quarter of 13, 7 N., 4 W.; S.E. quarter of 14, 7 N., 6 W.; S.E. quarter of 8, 3 N., 8 W.; N.E. quarter of 25, 3 N., 9 W.; S. ½ 26, 13 N., 6 E.; N.E. quarter of 11, 9 N., 7 E.; N.E. quarter of 34, 1 S., 2 W.; N.W. quarter of 21, 1 S., 2 W.; N. ½ of 9, 1 S., 2 W.; N. ½ of 36, 11 N., 1 E.; N.E. qr. of 32, 4 N., 1 E.; N.W. quarter of 24, 1 N., 6 W.; N.E. quarter of 29, 7 S., 3 W.; N. ½ of 25, 8 S., 3 W.; N.W. quarter of 22, 13 N., 4 W.; N.W. quarter of 33, 2 S., 8 W.; S.W. 11, 1 S., 8 W.; N.E. quarter 33, 2 N., 7 W.; N.W. quarter of 8, 8 N., 3 E.; N.W. quarter of 18, 6 S., 5 W.; N.E. quarter of 15, 7 S., 4 W.; N.W. quarter of 32, 3 S., 4 W.; S.W. quarter of 35, 3 S., 4 W.; S. ½ section 1, 11 N., 5 W., of the fourth principal meridian, in the State of Illinois, against you, the unknown heirs of James D. 136 Wadsworth, deceased; and that a summons has issued against you in said cause, returnable on the first day of the April term, A. D. 1858, of said court.

Dated this first day of March, A. D. 1858.

ISAAC GRANTHAM,
Clerk of the County Court of McDonough county.
BAILEY, VAN VLEEK & WELLS,
Solicitors.

The undersigned, editor and publisher of the Macomb Eagle, a weekly newspaper published in the city of Macomb, McDonough county, Illinois, hereby certifies that the notice, of which the annexed is a true copy, was published in said paper for four weeks successively, the first insertion of said notice being in the issue of March 6th, 1858, and the last insertion of said notice in the issue of March 27, A. D. 1858.

NELSON ABBOTT,
Ed. and Pub. Macomb Eagle.

And upon said fifth day of April, A. D. 1858, said petition coming on to be heard, J. C. Thompson, esq., was appointed guardian ad litem for the unknown minor heirs of said James D. Wadsworth, de-

ceased, and thereupon came the said J. C. Thompson, and plead herein his answer as such guardian ad litem, which said answer reads in the words and figures following, to wit:

137 Of the April term of the McDonough County Court, A. D. 1858.

STATE OF ILLINOIS, *McDonough County*:

The answer of J. C. Thompson, guardian ad litem for the unknown minor heirs of James D. Wadsworth, deceased, defendants, to a petition of the administrator of said estate, answering, says he is not advised of the truth of the matters and things in said petition contained, and calls for proof of said allegations.

J. C. THOMPSON,
Guardian ad litem.

And thereupon, on the fifth day of April, A. D. 1858, said cause coming to be heard upon the petition filed herein, pro confesso order, the answer of the guardian ad litem, and proofs and exhibits, there was entered of record in said court a certain decree for the sale of the real estate of which said deceased died seized, which said decree is in the words and figures following, to wit:

Of the April term of the McDonough County Court, A. D. 1858.

Decree.

JONATHAN H. BAKER, adm'r of the estate of James D. Wadsworth, dec'd, complainant,
vs.
THE UNKNOWN HEIRS OF JAMES D. WADSWORTH, defendants.

STATE OF ILLINOIS, *McDonough County ss*:

138 And now, on this day, came the petitioner, Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased; and it appearing to the satisfaction of the court that due notice of the presentation of the petition filed herein had been given, as required by statute in such case made and provided; and the said adult heirs and defendants being three times solemnly called, come not, nor any person for them, to defend this suit, but herein made default, it is therefore ordered and decreed by the court that the prayer of the said petitioner, and the matters and things therein contained, be taken as confessed against the said adult heirs, defendants; and as to minor heirs, at the suggestion of the petitioner herein, it is ordered and decreed that J. C. Thompson, esq., an attorney of this , be, and he is hereby, appointed guardian ad litem for said unknown minor heirs.

And now, again, on this day, came this cause on to be heard upon

the pro confesso order against said unknown adult heirs, the answer of the guardian ad litem, the proofs and exhibits filed herein; and it appearing to the satisfaction of the court, from the report of the said Jonathan H. Baker, the petitioner herein, that there is no personal property in this State belonging to the estate of the said James D. Wadsworth, deceased; and it further appearing to the
139 satisfaction of the court that there are debts to the amount of fourteen hundred and seventy-six and 93-100 dollars, besides the cost of this administration, due and unpaid against the estate of the said James D. Wadsworth, deceased, and that there is no personal property out of which the said petitioner, as administrator of said estate, can make the same; and it further appearing to the satisfaction of the court, that the said James D. Wadsworth died seized of an interest in the following described real estate, to wit: The undivided half of the S. ½ of sec. 32, in township 13 S., in range No. 1 W.; undivided ½ N. ½ (12,) 1 S., 5 W.; undivided ½ of S.W. quarter of 14, 1 S., 5 W.; undivided ½ S.E. quarter of (17), 1 S., 1 W.: undivided ½ of the E. ½ of 31, 10 S., 2 W.; undivided ½ of the S.W. quarter of 30, 3 N., 3 E.; undivided ½ of the S.W. qr. of 14, 5 N., 3 E.; undivided half of the S.E. qr. of 20, 1 N., 8 E.; S. ½ of 21, 9 N., 4 W.; S.W. ¼ 8, 9 N., 8 E.; S.E. ¼ 18, 13 N., 6 E.; S.W. ¼ 14, 3 N., 8 W.; N. ½ 14, 9 N., 2 E.; N.W. ¼ 14, 1 S., 7 W.; N.W. ¼ 33, 11 N., 4 W.; S.E. 26, 11 N., 5 W.; S.W. 26, 11 N., 5 W.; S.W. 24, 13 N., 6 E.; S.W. ¼ 26, 5 N., 8 W.; S.W. 4, 8 N., 7 E.; S.W. ¼ 14, 7 N., 6 W.; E. ½ 30, 4 S., 6 W.; S.E. ¼ 4, 11 N., 7, 8; S. ½ 20, 5 N., 3 E.; S.E. 2, 6 N., 4 E.; S.E. ¼ 13, 7 N., 4 W.; S.E. ¼ of 14, 7 N., 6 W.; S.E. ¼ 8, 3 N, 8 W.; N.E. ¼ 25, 3 N., 9 W.; S. ½ 26, 1, 3 N., 6 E.; N.E. ¼ 11, 9 N., 7 E.; N.E. ¼ 34, 1 S., 2 W.; N.W. ¼
140 21, 1 S., 2 W.; N. ½ 9, 1 S., 2 W.; N. ½ 36, 11 N., 1 E.; N.E. 32, 4 N., 1 E.; N.W. ¼ 24, 1 N., 6 W.; N.E. ½ 29, 7 S., 3 W.; N. ½ 25, 8 S., 3 W.; N.W. ¼ 22, 13 N., 4 W.; N.W. ¼ 33, 2 S., 8 W.; S.W. ¼ 11, 1 S., 8 W.; N.E. ¼ 33, 2 N., 7 W.; N.W. ¼ 8, 8 N., 3 E.; N.W. 18, 6 S., 5 W.; N.E. ¼ 15, 7 S., 4 W.; N.W. ¼ 32, 3 S., 4 W.; S.W. ¼ 35, 3 S., 4 W.; and the S. ½ 1, 11 N., 5 W., all of the fourth principal meridian, in the State of Illinois.

It is therefore ordered, adjudged, and decreed by the court, that the said Jonathan H. Baker, administrator of the estate of the said James D. Wadsworth, deceased, proceed to sell his interest in the above-described real estate, or so much thereof as shall be necessary to pay the debts of said estate, the cost of administration, and of this proceeding, at the door of the court-house, in the city of Macomb, McDonough county, Illinois, at public vendue, to the highest and best bidder, on a credit of six months, and take a bond, with good security for the payment of the purchase money, and a mortgage on said land.

It is further ordered and decreed that the said sale be made between the hours of ten o'clock in the forenoon and five o'clock in the afternoon of the day fixed by said administrator for said sale.

And that said Jonathan H. Baker, as administrator of said estate, give public notice of the time and place and terms of said

141 sale, together with a description of the premises, by putting up notices thereof in at least four of the most public places in the county of McDonough, and by causing a similar notice to be published in the Macomb Eagle for six weeks successively, before the day fixed for said sale; and upon such sale the said Jonathan H. Baker, as administrator of the estate of the said James D. Wadsworth, deceased, make, execute, acknowledge, and deliver to the purchaser and purchasers thereof a deed or deeds of conveyance for the premises sold, and that he report his proceedings herein to the next term of this court after said sale, to which term this cause stands continued.

THOMPSON CHANDLER,
County Judge.

And afterwards, to wit, on the seventh day of July, A. D. 1858, the said Jonathan H. Baker, administrator of the estate of James D. Wadsworth, deceased, caused to be filed in said court his report of the sale of real estate belonging to said estate, which report is in the words and figures following, to wit:

Report.

To the hon. judge of McDonough County Court, to the July term, A. D. 1858:

142 Administration report in the estate of James D. Wadsworth, deceased.

The undersigned, adm'r of the estate of James D. Wadsworth, dec'd, would now respectfully report his proceedings, in compliance with the order and decree of the court rendered at the March term thereof, A. D. 1858. I did, on the 19th day of June last, after giving the notice required by law, proceed to sell at public vendue the real estate in said decree mentioned, belonging to said estate and the premises, to wit:

S. ½ 32, 13 S., 1 W., was sold to D. P. Wells for the sum of $5 00. N. ½ 12, 1 S., 5 W., was sold to D. P. Wells for the sum of $5 00. S.W. 14, 1 S., 5 W., was sold to D. P. Wells for the sum of $5 00. S.E. 17, 1 S., 1 W., was sold to D. P. Wells. S. ½ 21, 9 N., 4, was sold to D. P. Wells for the sum of $5 00.

E. ½ 31, 10 S., 2 W., was sold to D. P. Wells for the sum of 5 00.

S.W. 8, 9 N., 8 E., was sold to D. P. Wells for the sum of $5 00.

S.W. 14, 3 N., 8 W., was sold to D. P. Wells for the sum of $5 00.

N. ½ 14, 9 N., 2 E., was sold to D. P. Wells for the sum of $5 00.

N.W. 14, 15, 7 W , was sold to D. P. Wells for the sum of $5 00.

N.W. 33, 11 N., 4 W., was sold to D. P. Wells for the sum of $5 00.

S.E. 26, 11 N., 5 W., was sold to D. P. Wells for the sum of $5 00.

S.W. 26, 11 N., 5 W., was sold to D. P. Wells for the sum of $5 00.

S.W. 26, 5 N., 8 W., was sold to D. P. Wells for the sum of $5 00.

S.W. 4, 8 N., 7 E., was sold to D. P. Wells for the sum of $5 00.

143 S.W. 14, 7 N., 6 W., was sold to D. P. Wells for the sum of $5 00.

E. ½ 30, 4 S., 6 W., was sold to D. P. Wells for the sum of $10 00.

S. ½ 20, 5 N., 3 E., was sold to D. P. Wells for the sum of $10 00.

S.E. 2, 6 N., 4 E., was sold to D. P. Wells for the sum of $5 00.

S.E. 14, 7 N., 6 W., was sold to D. P. Wells for the sum of $5 00.

S. E. 8, 3 N., 8 W., was sold to D. P. Wells for the sum of $5 00.

N.E. 25, 3 N., 9 W., was sold to D. P. Wells for the sum of $8 00.

S.W. 30, 3 N., 3 E., was sold to D. P. Wells for the sum of $5 00.

S.W. 14, 5 N., 3 E., was sold to D. P. Wells for the sum of $5 00,

S. ½ 26, 13 N., 6 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 11, 9 N., 7 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 34, 1 S., 2 W., was sold to D. P. Wells for the sum of $5 00.

N.W. 21, 11, 2 W., was sold to D. P. Wells for the sum of $5 00.

N. ½ 9, 1 S., 2 W., was sold to D. P. Wells for the sum of $5 00.

N. ½ 36, 11 N., 1 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 32, 4 N., 1 E., was sold to D. P. Wells for the sum of 5 00.

N.W. 24, 1 N., 6 W., was sold to D. P. Wells for the sum of 5 00.

N. E. 29, 7 S., 3 W., was sold to D. P. Wells for the sum of $5 00.

N. ½ 25, 8 S., 3 W., was sold to D. P. Wells for the sum of 5 00.

N.W. 33, 2 S., 8 W., was sold to D. P. Wells for the sum of 5 00.

S.W. 11, 1 S., 8 W., was sold to D. P. Wells for the sum of 5 00.

N.E. 33, 2 N., 7 W., was sold to D. P. Wells for the sum of 5 00.

N.W. 8, 8 N., 3 E., was sold to D. P. Wells for the sum of 550 00.

N.W. 18, 6 S., 5 W., was sold to D. P. Wells for the sum of 5 00.

N.E. 15, 7 S., 4 W., was sold to D. P. Wells for the sum of 5 00.

N.W. 32, 3 S., 4 W., was sold to D. P. Wells for the sum of 5 00.

S.W. 33, 3 S., 4 W., was sold to D. P. Wells for the sum of $5 00.

Und. ½ S.E. 20, 1 N., 8 W., was sold to D. P. Wells for the sum of $5 00.

S.E. 13, 7 N., 4 W., was sold to Wm. Berry for the sum of $10 00.

144 S.E. 18, 13 N., 6 E., was sold to Truman Roberts for the sum of $5 00.

S.W. 24, 13 N., 6 E., was sold to Truman Roberts for the sum of $5 00.

S.E. 4, 11 N., 7 E., was sold to Truman Roberts for the sum of $5 00.

N.W. 22, 13 N., 4 W., was sold to Truman Roberts for the sum of $25 00.

S. ½ 1, 11 N., 5 W., was sold to Truman Roberts for the sum of $55 00.

Amounting to the sum of eight hundred and eighty-three dollars, and that I have executed deeds to the respective purchasers of the same.

All of which is respectfully submited.

Macomb, Ill., July 6, 1858.

J. H. BAKER.

Adm'r of the estate of J. D. Wadsworth, dec'd.

And afterwards, to wit, on the seventh day of July, A. D. 1858, there was entered of record in said court, amongst other proceedings thereof, a certain order herein, which order reads in the following words and figures, to wit:

In the matter of the estate of James D. Wadsworth, dec'd.

On motion of Isaac Grantham, clerk of this court, it is ordered that he be allowed against the estate of James D. Wadsworth, deceased, the sum of $, being his fees against said estate, to this date, in 2d class.

And afterwards, to wit, on the seventh day of July, A. D.

145 1858, there was entered of record in said court, amongst other proceedings thereof, a certain order decree herein, which reads in the words and figures following, to wit:

S.W. 26, 11 N., 5 W., was sold to D. P. Wells for the sum of $5 00.

S.W. 26, 5 N., 8 W., was sold to D. P. Wells for the sum of $5 00.

S.W. 4, 8 N., 7 E., was sold to D. P. Wells for the sum of $5 00.

143 S.W. 14, 7 N., 6 W., was sold to D. P. Wells for the sum of $5 00.

E. ½ 30, 4 S., 6 W., was sold to D. P. Wells for the sum of $10 00.

S. ½ 20, 5 N., 3 E., was sold to D. P. Wells for the sum of $10 00.

S.E. 2, 6 N., 4 E., was sold to D. P. Wells for the sum of $5 00.

S.E. 14, 7 N., 6 W., was sold to D. P. Wells for the sum of $5 00.

S. E. 8, 3 N., 8 W., was sold to D. P. Wells for the sum of $5 00.

N.E. 25, 3 N., 9 W., was sold to D. P. Wells for the sum of $8 00.

S.W. 30, 3 N., 3 E., was sold to D. P. Wells for the sum of $5 00.

S.W. 14, 5 N., 3 E., was sold to D. P. Wells for the sum of $5 00,

S. ½ 26, 13 N., 6 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 11, 9 N., 7 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 34, 1 S., 2 W., was sold to D. P. Wells for the sum of $5 00.

N.W. 21, 11, 2 W., was sold to D. P. Wells for the sum of $5 00.

N. ½ 9, 1 S., 2 W., was sold to D. P. Wells for the sum of $5 00.

N. ½ 36, 11 N., 1 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 32, 4 N., 1 E., was sold to D. P. Wells for the sum of 5 00.

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N. E. 29, 7 S., 3 W., was sold to D. P. Wells for the sum of $5 00.

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N.W. 33, 2 S., 8 W., was sold to D. P. Wells for the sum of 5 00.

S.W. 11, 1 S., 8 W., was sold to D. P. Wells for the sum of 5 00.

N.E. 33, 2 N., 7 W., was sold to D. P. Wells for the sum of 5 00.

N.W. 8, 8 N., 3 E., was sold to D. P. Wells for the sum of 550 00.

N.W. 18, 6 S., 5 W., was sold to D. P. Wells for the sum of 5 00.

N.E. 15, 7 S., 4 W., was sold to D. P. Wells for the sum of 5 00.

N.W. 32, 3 S., 4 W., was sold to D. P. Wells for the sum of 5 00.

S.W. 33, 3 S., 4 W., was sold to D. P. Wells for the sum of $5 00.

Und. ½ S.E. 20, 1 N., 8 W., was sold to D. P. Wells for the sum of $5 00.

S.E. 13, 7 N., 4 W., was sold to Wm. Berry for the sum of $10 00.

144 S.E. 18, 13 N., 6 E., was sold to Truman Roberts for the sum of $5 00.

S.W. 24, 13 N., 6 E., was sold to Truman Roberts for the sum of $5 00.

S.E. 4, 11 N., 7 E., was sold to Truman Roberts for the sum of $5 00.

N.W. 22, 13 N., 4 W., was sold to Truman Roberts for the sum of $25 00.

S. ½ 1, 11 N., 5 W., was sold to Truman Roberts for the sum of $55 00.

Amounting to the sum of eight hundred and eighty-three dollars, and that I have executed deeds to the respective purchasers of the same.

All of which is respectfully submited.

Macomb, Ill., July 6, 1858.

J. H. BAKER.

Adm'r of the estate of J. D. Wadsworth, dec'd.

And afterwards, to wit, on the seventh day of July, A. D. 1858, there was entered of record in said court, amongst other proceedings thereof, a certain order herein, which order reads in the following words and figures, to wit:

In the matter of the estate of James D. Wadsworth, dec'd.

On motion of Isaac Grantham, clerk of this court, it is ordered that he be allowed against the estate of James D. Wadsworth, deceased, the sum of $, being his fees against said estate, to this date, in 2d class.

And afterwards, to wit, on the seventh day of July, A. D.
145 1858, there was entered of record in said court, amongst other proceedings thereof, a certain order decree herein, which reads in the words and figures following, to wit:

S.W. 26, 11 N., 5 W., was sold to D. P. Wells for the sum of $5 00.

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S. ½ 20, 5 N., 3 E., was sold to D. P. Wells for the sum of $10 00.

S.E. 2, 6 N., 4 E., was sold to D. P. Wells for the sum of $5 00.

S.E. 14, 7 N., 6 W., was sold to D. P. Wells for the sum of $5 00.

S. E. 8, 3 N., 8 W., was sold to D. P. Wells for the sum of $5 00.

N.E. 25, 3 N., 9 W., was sold to D. P. Wells for the sum of $8 00.

S.W. 30, 3 N., 3 E., was sold to D. P. Wells for the sum of $5 00.

S.W. 14, 5 N., 3 E., was sold to D. P. Wells for the sum of $5 00,

S. ½ 26, 13 N., 6 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 11, 9 N., 7 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 34, 1 S., 2 W., was sold to D. P. Wells for the sum of $5 00.

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N. ½ 36, 11 N., 1 E., was sold to D. P. Wells for the sum of $5 00.

N.E. 32, 4 N., 1 E., was sold to D. P. Wells for the sum of 5 00.

N.W. 24, 1 N., 6 W., was sold to D. P. Wells for the sum of 5 00.

N. E. 29, 7 S., 3 W., was sold to D. P. Wells for the sum of $5 00.

N. ½ 25, 8 S., 3 W., was sold to D. P. Wells for the sum of 5 00.

N.W. 33, 2 S., 8 W., was sold to D. P. Wells for the sum of 5 00.

S.W. 11, 1 S., 8 W., was sold to D. P. Wells for the sum of 5 00.

N.E. 33, 2 N., 7 W., was sold to D. P. Wells for the sum of 5 00.

N.W. 8, 8 N., 3 E., was sold to D. P. Wells for the sum of 550 00.

N.W. 18, 6 S., 5 W., was sold to D. P. Wells for the sum of 5 00.

N.E. 15, 7 S., 4 W., was sold to D. P. Wells for the sum of 5 00.

N.W. 32, 3 S., 4 W., was sold to D. P. Wells for the sum of 5 00.

S.W. 33, 3 S., 4 W., was sold to D. P. Wells for the sum of $5 00.

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S.E. 13, 7 N., 4 W., was sold to Wm. Berry for the sum of $10 00.

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S.W. 24, 13 N., 6 E., was sold to Truman Roberts for the sum of $5 00.

S.E. 4, 11 N., 7 E., was sold to Truman Roberts for the sum of $5 00.

N.W. 22, 13 N., 4 W., was sold to Truman Roberts for the sum of $25 00.

S. ½ 1, 11 N., 5 W., was sold to Truman Roberts for the sum of $55 00.

Amounting to the sum of eight hundred and eighty-three dollars, and that I have executed deeds to the respective purchasers of the same.

All of which is respectfully submited.

Macomb, Ill., July 6, 1858.

J. H. BAKER.

Adm'r of the estate of J. D. Wadsworth, dec'd.

And afterwards, to wit, on the seventh day of July, A. D. 1858, there was entered of record in said court, amongst other proceedings thereof, a certain order herein, which order reads in the following words and figures, to wit:

In the matter of the estate of James D. Wadsworth, dec'd.

On motion of Isaac Grantham, clerk of this court, it is ordered that he be allowed against the estate of James D. Wadsworth, deceased, the sum of $, being his fees against said estate, to this date, in 2d class.

And afterwards, to wit, on the seventh day of July, A. D.
145 1858, there was entered of record in said court, amongst other proceedings thereof, a certain order decree herein, which reads in the words and figures following, to wit:

To July term, McDonough County Court, A. D. 1858.

JONA. H. BAKER, adm'r of the estate of James D. Wadsworth, dec'd, complainant,
vs.
THE UNKNOWN HEIRS OF THE SAID JAMES D. Wadsworth, dec'd, defendants.

STATE OF ILLINOIS, *McDonough County, ss:*

And now, on this day, came the petitioner, Jona. H. Baker, adm'r of the estate of James D. Wadsworth, dec'd, and made and presented to the court his report of his proceedings in the sale of real estate belonging to said estate, under the decree of this court, made and entered at the March term, A. D. 1858, and also exhibited to the court his deeds as such administrator, made to the purchasers thereof, which said proceedings and deeds are approved by the court.

And it is further ordered and decreed by the court that, by virtue of this sale and deeds aforesaid, all the title of the unknown heirs of the said James D. Wadsworth, and all their interest, of whatsoever nature, of, in, and to the premises sold, be divested out of the
146 said heirs, and that the same be absolutely and forever vested in the purchasers of said real estate, their heirs and assigns.

And it is further ordered by the court that the costs of this proceeding be paid by said adm'r out of the proceeds of said sale, and that this cause be finally disposed of.

July 7, 1858.

THOMPSON CHANDLER,
County Judge.

STATE OF ILLINOIS, *McDonough County:*

I, William Ervin, clerk of the County Court in and for the county of McDonough and State of Illinois, do hereby certify that the foregoing transcript, on eleven and one-half sheets of legal cap paper, contains a full, true, and correct copy of all the papers pertaining to the administration of the estate of James D. Wadsworth, deceased; of all the orders said court, to wit, of the statement setting forth the fact and date of death of said deceased, as proof thereof; of the bond filed by J. H. Baker, adm'r of said estate, as the same was approved by said court; of the letters of administration granted thereon; of the public notice given by said administrator appointing a day for the settlement of claims against said estate, and proof of publication thereof; of all the claims filed in said court against said estate, and of the order of said court in regard to the adjust-
147 ment and settlement thereof; of the petition of said adm'r for the sale of real estate belonging to the estate of the said James D. Wadsworth, and of all the orders, decrees, and other proceedings of said court in reference to the sale of said real estate, as full and complete as the same severally appear of record and on file in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said court, at my office, in Macomb, this sixteenth day of December, A. D. 1865.

[SEAL.] WILLIAM ERVIN, *Clerk.*

He also introduced tax receipts for taxes of 1861 and 1864 by W. W. Corcoran, when claiming to own said land, signed by the proper officer; the one for 1861 dated April 1, 1862; and the one for 1864 dated Dec. 20, 1864. It was proved that said taxes were paid to the proper officers authorized to receive the same.

It was proved on said trial that the premises in controversy were worth more than two thousand dollars, and the above was all the evidence that was introduced on said trial. Said cause was
148 tried by the court without the intervention of a jury, under a written stipulation filed in the causes, and waiving a jury, and consenting to a trial by the court, according to the act of Congress in such case made and provided.

The court thereupon found for the defendants, and found that defendants were not guilty of unlawfully withholding from plaintiff the possession of the premises in controversy. To preserve all which matters and things of record in this cause, defendant prays the court to sign and seal this bill of exceptions on and during the progress of the trial herein, and as the several steps herein were taken, which upon and during said trial was done accordingly, and this bill of exceptions filed on and during said trial.

[SEAL.] S. H. TREAT.

Endorsed: Filed July 11th, 1866, nunc pro tunc. P. P. Enos, clerk.

Afterwards, to wit, on the nineteenth day of August, in the year of our Lord one thousand eight hundred and sixty-seven, said plaintiff filed his bond in favor of said defendants in said clerk's office, which bond is in the words and figures following, to wit:

149 The Supreme Court of the United States.

Ejectment.

WILLIAM B. MORRIS *v.* SAMUEL SHRINER, DELANY Stewart, Sarah McIlvain, and Levi H. Shriner.	In error.

Know all men by these presents, that we, William B. Morris and James C. Conkling, are held and firmly bound unto the above-named Samuel Shriner, Delany Stewart, Sarah McIlvaine, and Levi H. Shriner, in the sum of one thousand dollars, to be well and truly paid to the

said Samuel Shriner, Delany Stewart, Sarah McIlvaine, and Levi H. Shriner, their heirs, executors, or administrators, to which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Given under our hands and seals, this 19th day of August, A. D. 1867.

Whereas, the above-named and bounden William B. Morris hath prosecuted a writ of error to the Supreme Court of the United States,
to reverse the said judgment rendered in the above-entitled
150 cause by the Circuit Court of the United States for the
southern district of Illinois, on Wednesday, the eleventh day of July, in the year of our Lord one thousaud eight hundred and sixty-six:

Now, therefore, the condition of this obligation is such, that if the said William B. Morris shall prosecute his said writ of error to effect and answer all damages and costs, if he shall fail to make good his plea, then this obligation shall be void, otherwise to be and remain in full force and virtue.

[SEAL.] WILLIAM B. MORRIS,
By JAMES C. CONKLING,
His attorney in fact.

[SEAL.] JAMES C. CONKLING.

Sealed and delivered in presence of—
A. W. WOOD.

The foregoing bond was, on the 19th day of August, A. D. 1866, taken and approved by me.

S. H. TREAT,
Dis't Judge.

Endorsed: Filed August 19th, A. D. 1867. J. A. Jones, clerk.

151 Afterwards to wit, on the tenth day of September, in the year last aforesaid, came again said plaintiff, by J. C. Conkling, esq., his attorney, and filed in said clerk's office a power-of-attorney, confirming and ratifying the act of attorney in executing the appeal bond in said entitled cause, which said power-of-attorney, and the acknowledgement therein indorsed, are in the words and figures following, to wit:

Know all men by these presents that I, William B. Morris, of Charlestown, in the State of Massachusetts, do hereby constitute and appoint James C. Conkling, of Springfield, Illinois, my true and lawful attorney, for me and in my name to execute an appeal bond in the suits in the Circuit Court of the United States, for the southern district of Illinois, wherein I am plaintiff, and Samuel Shriner, Delany Stewart, Sarah McElvaine, and Levi H. Shriner are defendants, and which are consolidated, and from the decision of said court in said cases an appeal has been taken to the Supreme Court of the United States; and I do hereby ratify any bond which said Conkling may heretofore have executed in my name in said cases, and

152 adopt his act in executing said bond as my own, hereby confirming whatever he may have done in the premises.

Witness my hand and seal, this fifth day of September, 1867.

[SEAL.] WM. BOWEN MORRIS.

Witness—

D. BRADFORD.

STATE OF MASSACHUSETTS, *County of Middlesex*:

Before me, Duncan Bradford, a notary public in and for said county, personally appeared Willam B. Morris, who is personally known to me to be the real person who executed above power-of-attorney, and acknowledged he had executed the same for the uses and purposes therein expressed.

Witness my hand and official seal this fifth day of September, 1867.

[L. S.] DUNCAN BRADFORD,
Notary Public.

Endorsed: Filed Sept. 10, 1867. J. A. Jones, clerk.

153 THE UNITED STATES OF AMERICA, }
Southern District of Illinois, ss:

I. John A. Jones, clerk of the Circuit Court of the United States, for said southern district of Illinois, do hereby the foregoing to be a true, full, and complete transcript of the record and proceedings in a certain cause heard and determined in said court, wherein William B. Morris was the plaintiff, and Samuel Shriner, Delany Stewart, Sarah McElvaine, and Levi H. Shriner were defendants, said cause having been consolidated from four causes pending in said court, said William B. Morris being plaintiff in each of said causes, and each defendant severally and respectively defendant in one of said causes, as the same now appears from the files, and of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Springfield, in said district, this twenty-ninth day of September, in the year of our Lord one thousand eight hundred and sixty-seven, and of our independence the ninety-second.

[SEAL] J. A. JONES, *Clerk.*

Supreme Court of the United States, in error to the southern district of Illinois.

WILLIAM B. MORRIS, plaintiff in error, *vs.* SAMUEL SHRINER *et al.* } No. 281 of December term, 1867.

Said defendants, by their attorney, say, that in the foregoing record and proceedings, there is no error. Wherefor they pray that said judgment be in all respects affirmed.

JACKSON GRIMSHAW.
Attorney for defendants in error.

Endorsed: No. 281. Supreme Court U. S., December term, '67. Wm. B. Morris, pl'ff in error, *vs.* Sam'l Shriner *et al.* Def'ts joinder in error. Filed Dec'r 23d, 1867.

In the Supreme Court of the United States.

WM. B. MORRIS, *Plaintiff in Error.*
vs.
SAM. L. SHRINER & AL. *Def't in Error.*
} *No.* 133.

Brief of Plaintiff in Error.

This cause comes up by writ of error to the Circuit Court of the United States for the Southern District of Illinois.

The Case.

The plaintiff in error brought ejectment against four defendants to recover parcels of land constituting a half section of land in McDonough county, described as N. W. ¼, and N. E. ¼ of S. 10. T. 6 N., R. 2 W. Of this land James D. Wadsworth had died seized in 1818, and the plaintiff in error deraigned title from his heirs. The defendants claimed title under a sale made by order of the Circuit Court McDonough County to pay debts of the deceased, and also relied on the statute of limitations. The case was tried by the Court without a jury, and the bill of exceptions, so called, is really a case stated, as it includes all the facts found, as well as the evidence excepted to, and the ruling of the Court.

The Plaintiff's Title

is stated in record p. 20.

James D. Wadsworth was seized of the land in question, and of some 8,500 acres besides, and died in Calhoun County, Illinois leaving five heirs in the year 1818.

[This date is given in administration, proceedings, (Rec. pp., 50, 51, 52, 62,) and also, in an affidavit attached to a deed made by one of his heirs at law, and put in evidence

by the defendants; the affiant professing to have known the deceased and all his children. Rec. p. 45. The bill of exceptions (Rec., p. 20) says: "about March 22, 1838," but the stipulation, as to heirs, &c., says: "prior to the 22d day of March, 1838." Rec., p. 18.]

The shares of three of the children were conveyed to Daniel and James Waldo, who conveyed to Joseph Duncan in 1839.

Joseph Duncan died largely indebted to the United States, and, upon a bill filed in 1846 by the United States, the land was sold, and it was purchased by, and conveyed to the United States.

The United States, by the solicitor of the Treasury, on the 28th of December, 1847, conveyed to W. W. Corcoran, who in February, 1865, conveyed to the plaintiff.

The defendant's brief states that the plaintiff showed a good title in fee to three-fifths of the land, and that "the "plaintiff therefore was *prima facie* entitled to recover in fee "the undivided three-fifths of the land in controversy "unless defendants made out a defence to rebut the *prima* "*facie* case of plaintiff, the title of both plaintiff and defend- "ant passing through James D. Wadsworth deceased, as "proved and admitted in the case." Brief p. 2.

THE DEFENDANT,S TITLE.

On the 18th day of June, 1853, one Charles Chandler purchased the interest of Lucy A. McPherson, one of the two heirs of James D. Wadsworth, whose interest had not been acquired by the United States. (Rec. pp. 20, 42.)

On the 8th of November, 1855, David P. Wells, presented to the Circuit Court of McDonough County, a petition alleging that James D. Wadsworth had died in Calhoun County, Illinois, in October 1818; that there is property of the deceased in McDonough County subject to administration and not administered upon, and that there

are debts due from said estate. Whereupon the Court granted letters of admistration to Jonathan H. Baker, public administrator, reciting that the said Wadsworth had died in October, 1818, "having, at the time of his decease, personal property in this State, which may be lost, destroyed, or diminished in value, if speedy care be not taken of the same." (Rec. p. 50.)

The administrator, Dec. 12, 1855, Rec., p. 53, gave notice to creditors to present their claims on the first Monday of January, 1856, when the said D. P. Wells filed a certain paper called a transcript of a judgment, containing two columns headed respectively: "*names of parties against whom judgments have been obtained,*" under which appears the name of James D. Wadsworth," and "*names of parties in whose favor judgments have been obtained,*" under which appears the name of Benjamin Wood, and then these particulars and no more.

"Debt $606; costs $15.25-100; time of filing May 14, 1817. Attorney's name, W. A. Seely."

Then a certificate, not under seal, dated "Supreme Court, Clerk's Office, New York, September 19, 1855," certifying as follows:

"I certify that the foregoing is a correct transcript from the docket of judgments kept in my office, and that said judgment is unsatisfied of record."

RICH'D B. CONNELLY, *Clerk.*"

Then an assignment by Benjamin Wood of all his interest to Truman Roberts, *to be used by him "at and for his own account and risk,"* and the said Benjamin Wood not to be responsible for any expenses, &c. (Rec. p. 54.)

Then an account stated by Roberts, "for the use of D. P. Wells," against the estate of Wadsworth, for debt, costs, and 38 years and 8 months interest, amounting in all to $2002.92, which, on Wells' motion, was forthwith allowed by the court without a particle of proof, or even an allegation that the James D. Wadsworth, who died in Calhoun

County, Illinois, in 1818, was the same man against whom judgment was recovered in New York, in 1817; that the Benjamin Wood who recovered that judgment in 1817, was the same man who assigned it in 1855, or that the judgment had not been paid.

In January, 1857, Baker published a notice addressed to "the unknown heirs of James D. Wadsworth, deceased," advising them of his intention to apply for a decree to sell certain land, (describes the land in controversy as "N. W. 10, 6 N., 2 W., and N. E. 10, 6 N., 2 W.,") to pay debts of the deceased. (Rec. p. 55.) And, on the 18th of March, he petitioned the court for leave to sell the real estate, alleging "that the said deceased has no personal estate that has come to his (petitioner's) knowledge." (Rec. pp. 31, 56.)

On the same, day George Wells was appointed "*guardian ad litem* for the unknown (supposed) infant heirs of said deceased," and filed the usual general answer. (Rec. p. 32, 56.)

On the same day the petition was taken *pro confesso* against the adult unknown heirs, and decreed against the (supposed) infants, on the answer of the guardian proofs and exhibits, (though no order for taking proofs, and none reported,) and the sale decreed. (Rec. pp. 33, 57–8.)

The entire proceeding, from filing petition to final decree, took place one sitting.

Under this decree 6 quarter sections, say 960 acres, were sold for $526. (Rec. pp. 34, 60.)

[It may be added that similar proceedings soon after were had and resulted in the sale of 8560 acres more, reported as the property of same decedent, for the sum of $883, the whole 9520 acres, bringing $1409 or less than 15 cents per acre. Rec., p. 62.]

The land in controversy was purchased at the first sale and conveyed to William H. Neece, May 20, 1857, by deeds recorded September 11, 1857. (Rec. pp. 35, 40.)

Neece sold and conveyed, by quit claim, to Charles Chandler, above named, May 18, 1857, by deed recorded September 11, 1857. (Rec. p. 41.)

A bond purporting to have been made by Chandler, in the penalty of $5000, dated September 8, 1857, and conditioned for the conveyance of theland to Wm. Swan, Lewis and Lowe, upon the payment of $4000, was offered in evidence; it was signed by D. P. Wells, above mentioned, as agent for Chandler, without any written authority, but defendant proves that Wells, who signed the bond, was the "admitted general agent of the said Wells." (*Sic.*) Rec. 49. This bond was not recorded.

Chandler, on the 14th of September, 1864, conveyed to Thomas Swan and L. Shriner, under whom all the defendants claim. (Rec. p. 49.)

It thus appears that in 1847, W. W. Corcoran, the plaintiff's grantor, had a perfect title to three undivided fifth parts of the land in controvercy.

That two of the heirs of James D. Wadsworth were seized of the other two undivided fifths.

That in 1853, Charles Chandler, the defendant's grantor, acquired the title of one of those two heirs to one undivided fifth.

That in 1855, when the proceedings were instituted in the Circuit Court of McDonough County, the title stood thus:

Three undivided fifth parts in W. W. Corcoran; one undivided fifth part in Charles Chandler; one undivided fifth part in one of the heirs of James D. Wadsworth.

Points.

I.

The irregularities in the proceedings are so gross as to present a plain case of fraud on the face of the record.

The proceedings in the Circuit Court are marked by a most extraordinary disregard of all the precautions ordina-

rily observed to protect the estate of a decedent. A judgment more than 38 years old, rendered in a distant State, is admitted without question, simply upon the circumstance that it is against a man of the same name. No affidavit or even allegation is required to be made of its correctness.

As to the pretended debt. It purports to be evidenced by a judgment of some court in the state of New York not distinctly described, and of which judgment no transcript was exhibited, but only an extract from a *list* of judgments against divers persons, in which were stated the names of the defendants, the date of *filing*, and the amount of the debt. For what purpose this list was made does not appear. (Rec., p. 64.)

But the possessor of it (if he was the possessor) found among the names of the defendants the name of James D. Wadsworth, being the same name with that of the person who died seized of this land. The date of the judgment found in the list was May 14, 1817, being nearly 40 years before the date of its appearance in the State of Illinois. No evidence was given tending to show the identity of the person, or that the judgment had not been satisfied, as was to be presumed from the great lapse of time. The original plaintiff did not appear to prosecute, but an assignee appears, to whom the the judgment been transferred, without consideration, in this suspicious language : that he was to *hold and use it at his own expense and risk.* (Rec., p. 54.)

Wadsworth, the suppposed debtor in the judgment, (the person who died seized of the land,) had been dead since 1818, and no administration had ever been taken upon his estate.

In March, 1856, one Wells, on whose petition of March 8, 1855, administration had been committed to the public administrator, appears and files an account in his own favor against the estate for the amount of that judgment, $606,50, and 38 years and 8 months' interest, amounting with costs to $2002.92.

This debt was not proved as required by law. (See Revised Statutes of Illinois, 1845, Wills.) It was not proved under section 95, by the oath of the claimant. It was not "adjudicated" after ten days notice to the administrator under section 118. [In fact the adjudication here intended was by *trial*, see section 117, and the Statute passim.] It was not a judgment duly certified under section 118.

The record of a sister State in order to be admitted in evidence against an estate should be duly authenticated under the act of Congress of 1790.

John H. Baker, Adm., vs. Brown, use of Wells, 18 Ill., 91.

Foreign judgments recovered prior to 1849, are barred by lapse of time five years after April 13, 1849.

[2d. Revised statutes, p. 730; Tit. Limitations.]

The administrator was bound to plead the limitation. McCoy vs. Morrow, 18 Ill., 519. And insist on the presumtion of payment. Id.

It is an express provision of the Statute that *no real estate shall be ordered to be sold* unless the administrator shall previously have filed an *inventory, appraisment* bill and sale bill in the office of the probate justice, (Section 108.) This was not done. Parties interested under Wadsworth had a right to inspect the inventory. They had a right to the protection of an *appraisement.* This property was sold for $395. It was immediately contracted to be sold for *more than* $4000. Had it been appraised the Court might not have ratified the sale.

In a precisely similar case, where the same administrator, Baker, in collusion with the same attorney, Wells, through same Roberts, by the same form of proceeding, in the same court, attempted to confiscate the estate of a party long deceased, the Supreme Court of Illinois did not hesitate to declare the whole proceeding, on the face of the record, "a concocted fraud, fraudulent in its inception and in its consummation," and all the proceedings void. Unknown heirs of Langworthy vs. Baker. 23 Ill., 484.

This court has the same kind of a record before it, from the same court and the same parties—Baker, Wells and Roberts are the actors.

II.

Such proceedings was contrary to the whole policy of the law.

The general doctrine is stated by Kent, 4 Com., 421, to be that simple contract debts constitute no lien on the lands of a decedent, and that the heirs may sell the land discharged of the debt, being answerable for the value.

And so in Illinois, the statutes of frauds contemplates that heirs are liable to the extent of assets descended, but not the land if aliened. Revised Code of 1845, p. 260. Frauds sec. 8.

Even a judgment against an administrator is not alien in the land described to the heir.

Stone and al vs. Wood, 16 Ill., 180.

The heir is not privy to the judgment against an administrator; and can't appeal from it. Id.

Even a judgment is a lien on the real estate only for seven years. Revised Code, p. 300. Judgments, sec. 1.

III.

The decree and sale were void for want of jurisdiction to appoint the administrator, and to decree sale.

In unknown heirs of Langworthy vs. Baker, 23 Ill., 484. The Supreme Court of Illinois in a case precisely like the present held that the DECREE OF SALE WAS ABSOLUTELY VOID for want of jurisdiction in the court to make the decree. The court held that administration could only be granted to to the public administrator (Baker) after it should have affirmatively appeared to the probate court that there was no relative within the State or creditor to whom administration might be committed under Sec. 58, Wills of the code, and that this fact being not shown or stated *the court had no jurisdiction to appoint this admtnistrator* and *the order of sale, and the sale, are necessarily void.* 23 Ill., 489-90.

IV

The Court decreeing the sale never had jurisdiction for want of notice to the parties.

The statute requires written notice to be given *by* being either served on the heirs, or *by* advertisement. Sec. 103.

Now the only notice given was that the administrator would apply for leave to sell "the following described land in the State of Illinois, to wit."

"The N. E. 10, 6 N., 2 W.; the N. W. 10, 6 N. 2 W.; and this is the whole description—it does not even state in what county the land lies, nor an owner's name. Rec. p. 55.

The notice was addressed "to the unknown heirs of J. D. Wadsworth."

The want of notice taking the place of process, we submit an objection going to the jurisdiction of the Court.

It was necessary to name the heirs or persons whose lands was to be affected.

On this point the Supreme Court of Illinois says:

"*The petition as there filed failed to give the names of the "heirs who were the owners of the real estate sought to be sold. "This is opposed to all rules of practice, and has not been dis- "pensed with by statute.*"

"Now to divest them [the heirs] of their title, it is a first "and over-ruling principle that *they must have notice of some "proceeding directly against them for such purpose.*"

Turney et al. vs. Young, 22 Ills. 256.

"We there [in a case cited] say that portion of the judg- "ment, awarding execution [on a judgment obtained in the "life time of the decedent] was erroneus, but it was *abso- "lutely void* for the reason that the Court had no jurisdiction "over the heirs to order a sale of these lands, *they not hav- "ing been served with process of sci fa*, and were in no sense "parties to it." *Ib*,

Wood and al vs. Goss and al, 24 Ill., 625.

In Hopkins vs. McKann, the Supreme Court of Illinois,

declared the doctrine that "On intestary the title to real "estate is thrown *eo instanti* by operation of law on the "heir at law, and no other person is seized thereof for "any other purpose. The administrator can not meddle "with it * * such power as he may have over the real "estate only commences when a deficiency of the assets to "pay debts against the intestate is discovered. He then be- "comes not seized or possessed of such estate, but the instru- "ment by which a sale of it can be had on application to the "proper court, *in which application the heir must be a party.*"

"*He is the owner of the land, and has a right to know and be satisfied why it is about to be taken away from him*"

"To the proceedings before the Probate Court, by the creditor against the administrator the heir is not a party; he is not in a position to resist the claims set up, and which, if allowed, through collusion with an unfaithful administrator, or by the ignorance of an incompetent court, his whole estate is to be swallowed up.

"Well might the law be stigmatized as an instrument of injustice, such results following, if the heir be denied the opportunity, which every man has, of a full defence—of the largest opportunity to protect his rights. The law will not deprive a man of one dollar without a hearing, without a chance to contest the claim. Why, then, should an heir be deprived of his estate without the same right?"

"This case, and that in 16 Ill., R., are strong cases to "show such should be the rule, to require the administrator "on such applications when resisted—the heir, for the first "time having an opportunity to be heard—to make full proof "and to allow the heir to falsify the account of the adminis- "trator.

"Hopkins vs. McCann, 19 Ill., 113."

In a proceeding by an administrator to sell real estate, the heir can contest the validity of claims against the decedent's estate.

Moline Company vs. Webster, 26 Ills. 233.

V

As to Limitations.

I. The defendants are not within the description of the act of 1835.

a. They deduce no title from any one authorized to sell the land under a decree of a Court of record.

If the Court shall hold, following the decision of the Supreme Court of Illinois, in Langworth vs. Baker, that Baker was not in law administrator, then the whole defence, under the Act of 1835, fails.

The decree under which Baker sold, if valid, operated not *in rem* upon the land, but upon the estate therein of Wadsworth's heirs, and they had then only two undivided fifth parts; the other three-fifths were the property of Plaintiff's grantors, and were unaffected by the decree. All the proceedings were set out in the deed made by Baker, and the estate conveyed by him thereby appears.

b. They do not deduce any title by record. The title is put in to Chandler. The bond is out of the question, not being the act of Chandler, nor recorded; nor is it to these defendants or their grantors; nor does his deed to the defendants' grantors, of September 14, 1864, appear to have been recorded. (Rec. p. 49.)

c. Their possession was not necessarily adverse to the Plaintiffs. They had a paper title, and no doubt a good title to one undivided fifth part of the land under the deeds proved by defendants at pp. 42–6 of the record, being the estate of one of the five heirs. Being tenants in common with the Plaintiff, they had a right of possession, and their posession was the posession of their co-tenant. Angell on Limitations, chap. 32. IV. Kent, C. 370.

The bill of exceptions does not state that any evidence was given to any ouster, or that the defendants occupying claimed any title but that which they derived from C. Chandler. This was a good title to only one fifth. Rec. 49.

Whether a possession be adverse is a fact to be found by

the jury, and in this, no evidence tending to prove it, is recited in the bill of exception, the possession under the paper title not being such.

Their possession, prior to September, 1864, was without deed, without title; there was no privity between them and Chandler who had the record title from Baker. Under the statute, no possession counts that is not in accordance with a paper title duly recorded under the laws of the State.—"*A corrected title deducible of record.*"

II. The Defendants are not within the Act of 1839.

They had no color of title till the date of the deed of September 14, 1864. There was no evidence to show that they claimed under Chandler, until they got deeds from him, which was in September, 1864. They did not even claim under the parties named in the bond. (Rec. p. 73.)

The bar also is defective in this that they did not pay taxes during the seven years. The Plaintiff's grantor paid the taxes for 1861 and 1864, *before* the Defendants paid for the same years. Plaintiff's grantor paid April 1, 1862, and December 20, 1864, (record 73) Defendants paid again, May 24, 1862, and January 2, 1865. (Rec. p. 49.)

The same objection applies to this plea as to that under the Act of 1835, that the possession of the defendants was consistent with the plaintiff's title.

Conclusion.

Premising that the case was tried without a jury, we submit:

1. That the documentary evidence offered by the Defendant and excepted to by the Plaintiff, was inadmissible and was improperly received by the Court.

2. That the same being received, upon the whole case stated in the bill of exceptions, the Plaintiff was entitled to recover, and the judgment should be accordingly.

And if either of these propositions be well founded, the judgment must be reversed.

J. M. CARLISLE,
J. D. McPHERSON,
Counsel for Plaintiffs in Error.

SUPREME COURT OF THE UNITED STATES.

No. ____

WILLIAM B. MORRIS, PLAINTIFF IN ERROR,

vs.

[illegible] SHRINER, DELANY STEWART, SARAH [illegible]VAINE, AND LEVI SHRINER, DEFENDANTS IN ERROR.

ERROR TO CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS.

ASSIGNMENT FOR DEFENDANTS IN ERROR.

WILLIAM B. MORRIS, PLAINTIFF IN ERROR,

vs.

SAMUEL SHRINER, DELANY STEWART, SARAH McELVAINE, AND LEVI H. SHRINER, DEFENDANTS IN ERROR.

ERROR TO CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS.

William B. Morris, a citizen of Massachusetts, on the tenth day of June, A. D. 1865, filed declarations in four actions of Ejectment in the Circuit Court of the United States for the Southern District of Illinois:—one against Samuel Shriner, a citizen of Illinois, to recover possession of the East half of the North-west quarter of Section Ten, in Township 6 North, Range 2 West of the 4tn Principal Meridian, in McDonough County, Illinois, declaration served April 7th, 1865; another action against Delany Stewart, a citizen of Illinois, to recover the West half of the aforesaid quarter section, declaration served April 18th, 1865; another action to recover of Sarah McElvaine, a citizen of Illinois, the East half of the North-east quarter of Section Ten, in Township 6 North, Range 2 West of the 4th Principal Meridian, in said McDonough County, declaration served April 7th, A. D. 1865; and another action against Levi H. Shriner, a citizen of Illinois, to recover the West half of said last described quarter section, declaration served April 7th, 1865.

To each of these suits defendants, by their attorneys, pleaded "not guilty."

At the January term of the said Court, 1866, by written stipulation filed in each of said causes, it was agreed that they should be tried by the Court, without a jury (see page 16 of printed record). Said causes at said term were tried by the Court, and in each cause the Court found the issue for defendant, and entered judgment for costs against plaintiff.

Afterwards, at the June term, 1866, of said Court, a new trial was taken in each of said causes, on payment of costs according to rules and practice of said Court; and said causes were again, each of them, tried by the Court, without a jury, as by stipulation filed

therein. The result was as before; the Court found the issue in each cause for defendant, and rendered judgment therein against the plaintiff for costs.

It will appear, pages 18 and 19 of printed record, that pending trial and before verdict in these causes, by agreement of record, they were consolidated and judgment was to be rendered as in one cause, which was done.

It will be seen by the Bill of Exceptions in this cause, that plaintiff showed title in fee, deduced from the United States, to the

undivided three-fifths of the North-west quarter of Section Ten, in Township 6 North, Range 2 West of the 4th Principal Meridian;

and also showed title in fee to the undivided three-fifths of the North-east quarter of Section Ten in said last-named township and range. The plaintiff therefore was *prima facie* entitled to recover in fee the undivided three-fifths of the land in controversy, unless defendants made out a defense to rebut the *prima facie* case of plaintiff, the title of both plaintiff and defendants passing through James D. Wadsworth, deceased, as proved and admitted in this case.

I insist that defendants made a successful defense against the apparent right of plaintiff to recover any of said land:—

First, by showing in themselves through judicial proceedings, title paramount to the apparent title of plaintiff, though starting from the same source. Or, if in the opinion of the Court the title produced by defendants was not, as title, deduced through judicial proceedings superior to the claim of plaintiff, that it was sufficient to furnish protection to defendants under the statutes of the State of Illinois, relating to the limitation of actions brought for the recovery of real estate.

I refer now to the evidence introduced by defendants, both as showing paramount title in them, and also to the same evidence of title, with some additional facts, as making out a clear defense under the Illinois limitation laws. This commences on page 31 of printed record. Jonathan H. Baker, as administrator of James D. Wadsworth, deceased, through whom [Wadsworth] both plaintiff and defendants claim title, at the March term, 1857, of the County Court of McDonough County, Illinois, applied, under the laws of Illinois regulating proceedings for the sale of the estates of deceased persons for the payment of the debts, for the sale of the lands in dispute with other tracts, to pay deceased party's debts.

On page 33 of the printed record will be found the judgment order of said County Court, ascertaining and finding the existence of debts due by estate of James D. Wadsworth, deceased, and judicially ordering a sale of the real estate of which he died seized, to pay the debts.

The lands in controversy are included in said judicial order.

Following this order the administrator of said Wadsworth, as the record shows, sold the lands in dispute to William H. Neece on the fifteenth day of May, 1857, and conveyed them to said Neece in fee, *vide* page 40 of printed record.

The administrator reported the sale and conveyance of the property to Neece, to the County Court of McDonough County, Illinois, at the February term thereof, A. D. 1858, at which term that Court approved the sale and confirmed the deeds (page 34, printed record).

Neece conveyed said land to Charles Chandler (page 41, printed record).

On the 8th of September, 1857, (page 47 and 48) Charles Chandler, in writing, contracted to sell the whole of the land in dispute to William Swan, John H. Lewis, and Richard J. Lowe, for four thousand dollars. This contract was made on behalf of Chandler by one David P. Wells, agent of Chandler, and was on the 14th of September, 1864, ratified by Chandler conveying the said premises to Thomas A. Swan and Levi H. Shriner, under whom all the defendants claim possession, and reside upon the premises in controversy.

It is also in evidence (page 49, printed record, last paragraph), that the parties who purchased of Chandler paid him the consideration money for said land, with interest in full, the whole amounting to five thousand dollars.

The foregoing evidence shows paramount title in defendants under Thomas A. Swan and Levi H. Shriner, to all land in dispute, and defeats the right of plaintiffs to recover in any of these causes.

Plaintiff failed to make out title in fee to the interest of Mrs. Elizabeth Dickerson, which was equal to one-fifth of the title in fee to said premises. Plaintiff also failed to deduce title through Mrs. McPherson, she having on the 11th of May, 1853, conveyed said premises to Harrison Dills, who on the 18th of June, 1853, conveyed said premises to Charles Chandler (see pages 42 to 46, printed record).

Afterwards, as heretofore stated, and as record shows, page 49, Chandler conveyed the premises to Swan & Shriner, under whom all defendants claim.

Title in fee was therefore vested in defendants to all premises in dispute by virtue of said public sale and of conveyance by Mrs. McPherson.

The County Court of McDonough County, Illinois, was by the Constitution and Laws of the State of Illinois a Court of Record, with a clerk and a seal, limited as to subject matter, but unlimited as to jurisdiction over such subject matter and over persons within the scope of its powers.

Article 5, Constitution State of Illinois, in force April 1st, 1848, "of the judicial department," Section 16, provides, "there shall be in each county a court, to be called a county court."

Section 17. "One county judge shall be elected by the qualified voters of each county, who shall hold his office for four years, and until his successor is elected and qualified."

Section 18. "The jurisdiction of said Court shall extend to all probate and such other jurisdiction as the General Assembly may confer in civil cases." * * *

By the Act of the Legislature of the State of Illinois, in force April 13th, 1849, "Entitled an Act Establishing County Courts, and providing for the election of Justices of the Peace and Constables, and for other purposes," see Session Act, 1849, page 62, it was provided as follows, "That there shall be established in each of the Counties of this State, now created and organized, or which may hereafter be created or organized, a court of record, styled, "The County Court of (the proper County)," to be held by and consist of one judge to be styled, "The County Judge of —— County."

Section 13, page 65, Session Acts, 1849, provides: "The County Court shall be and is hereby vested with all the powers and jurisdiction of the Probate Court as now established by law; and appeals may be taken from and writs of *certiorari* prosecuted upon its judgments, rendered under the powers conferred in this act, in the manner prescribed by law, in case of similar judgments rendered by the Probate Court. The County Court shall have concurrent jurisdiction with the Circuit Court in hearing and determining all applications for the sale of real estate of deceased persons, for the payment of debts of said decedents, and may make all orders and render all judgments on such applications that the Circuit Court might or could make or render in similar cases. And the orders and judgments of said Court shall have the same force, power, and effect as the orders and judgments of the Circuit Court in like cases, and final process may issue as from the Circuit Court."

In the case of Kinney *et ux.*, vs. Greer, 13 Ills., p. 447, Mr. Justice Trumbull in deciding upon the powers of the Circuit Court of Illinois, says, "The jurisdiction of the Circuit Courts of this State, and the Judges thereof in their respective circuits, is extended by statute over all matters and suits at common law and in chancery arising in each of the counties in their respective circuits, where the debt or demand shall exceed twenty dollars." The Court, in the same case, page 448, after a full review of the various statutory provisions creating Circuit Courts in Illinois, and conferring jurisdiction upon them, uses this language: "If these various statutory provisions, and they have been substantially the same since 1819, do not constitute the Circuit Courts in this State superior courts of general jurisdiction, I know not what would. They are the only courts of general original jurisdiction in civil and criminal matters in the State, and possess every attribute of a court of record of general jurisdiction, proceeding according to the course of the common law."

A reference back to Section 13 of the Act of the Illinois Legislature of 1849, will show the power and jurisdiction of the County Courts of Illinois, under which powers and jurisdiction the proceedings herein relied on by defendants in error were had and obtained, such powers being the same as the powers of the Circuit Court over sales of deceased persons' real estate.

In the case of Peacock vs. Bell, 1st Saunders Rep., page 74, it is said, "the rule for jurisdiction is this, that nothing shall be intended to be out of the jurisdiction of the superior court, but that which specially appears to be so, and on the contrary, nothing shall be intended to be within the jurisdiction of the inferior court, but that which is expressly alleged. See also,

Wheeler vs. Raymond, 8 Cowan, p. 311.
Foote vs. Stephens, 17 Wendell, p. 483.
Bloom vs. Burdick, 1 Hill, 139.
Sir Thomas Cooke Winford vs. Powell, 2 Lord Raymond's Rep., 1310.
Mills vs. Martin, 19 Johnson, 1933.
Bacon's Abridgment, Title Courts, D 3.

The County Court, as to the proceedings referred to in this case, was a court of general jurisdiction, similar to the Circuit Court, for

the purpose of the subject matter of said proceedings, and the persons to be affected thereby.

Unreversed, its judgment or order stands on an equal footing with the order or judgment of any other court, having jurisdiction over subject matter and having assumed to exercise such jurisdiction over property or persons.

No writ of error has ever been prosecuted to reverse the proceedings in the case of

Jonathan H. Baker, administrator of the estate of James D. Wadsworth, complainant,
vs.
The Unknown Heirs of James D. Wadsworth, deceased, defendants,

referred to herein, and the order of sale, deeds, report of sales, confirmation by the County Court of McDonough County, pass absolute title to purchasers at administrator's sale, and through such purchasers to the present parties in interest, the defendants in this case.

I refer to the case of the Lessee of Grignon vs. Astor, 2 Howard, 319.

I also refer to a more recent case, decided by this Court, the opinion by Mr. Justice Davis, in Gray vs. Brignardello, 1 Wallace, 633-4, in which it is said: "It is a well settled principle of law that the decree or judgment of a Court, which has jurisdiction of the person and subject matter, is binding until reversed, and cannot be collaterally attacked. The Court may have mistaken the law, or misjudged the facts, but its adjudication when made, concludes all the world, until set aside by the proper appellate tribunal. And although the judgment or decree may be reversed, yet all rights acquired at a judicial sale, while the decree or judgment were in full force, and which they authorized, will be protected. It is sufficient for the buyer to know that the Court has jurisdiction and exercised it, and that the order, on the faith of which he purchased, was made, and authorized the sale. With the errors of the Court he has no concern. These principles have so often received the sanction of this Court that it would not have been deemed necessary again to re-affirm them, had not the extent of the doctrine been questioned at the bar."

The Court in the very clear enunciation of its propositions in the case of Gray vs. Brignardello again quotes approvingly,

Voorhees vs. Bank of United States, 10 Peters, 449.
Grignon's Lessee vs. Astor, 2 Howard, 319.

An examination of the record offered in evidence by defendants in error will show title in them, deduced through an order of sale of a court of competent jurisdiction over subject matter; also, of a jurisdiction properly exercised over persons representing or supposed to represent subject matter, a sale in pursuance of such order, a deed, report of sale, and approval, passing title until reversed by a direct proceeding in error, or, under Illinois practice, an appeal. I regret to be compelled to refer to, or argue such plain, well settled legal propositions.

Should the Court be of the opinion that no title, as such, passed by the proceedings of the County Court of McDonough County, yet an examination of the limitation laws of the State of Illinois will

show that plaintiff was barred of his right of action by two of the limitation laws of the State of Illinois. I refer to pages 29 and 30 of printed record, Act of Illinois Legislature in force January 17, 1835; also, (p. 30 printed record) Act of Illinois Legislature, March 2d, 1839, first section of act.

The first statute referred to protects a defendant who shows a connected title in law or equity, deducible of record under an order, judgment, or decree of a court of record, together with an actual residence for seven successive years prior to the commencement of the suit.

The record of the County Court of McDonough County, Illinois, was, under this statute, clearly the foundation of a title, which could be deduced of record. That title was traced into William H. Neece, who sold to Charles Chandler, said Chandler contracting to sell the land (see page 47, printed record) to William Swan, John H. Lewis, and Richard Lowe, under whom the present defendants, as shown by the record, claim title. This Illinois statute of 1835 is derived from a statute of Kentucky of 1809. The Kentucky statute was construed by the Supreme Court of that State in the case of Poage's heirs vs. Chinn's heirs, 4 Dana, 54; and the Illinois statute of similar tenor has been fully construed by the Supreme Court of the State of Illinois, in the case of Collins vs. Smith et als., 18 Illinois Rep., 163. The Supreme Court of Illinois, in the last cited case, say that the Supreme Court of Kentucky had decided as follows: "that the title to be proved by parol or otherwise was proper to establish the several links in the chain. Parol proof is received to establish a descent and heirship, also tenancies and possessions under leases. * * * Held also that possession and residence of tenant enured to benefit of landlord in making out a residence for seven years under the statute. An administrator is within the description of "other person authorized to sell such land" "under any order, judgment or decree of any court of record," as provided in the 8th section; and when title is deduced from such a source, and being connected in law or *equity*, we regard it as fully "deducible of record" within that section. And plaintiff would only be required to add possession by *actual* residence for seven years to make out a bar under that act. If the language of the act, "having a connected title in law or equity, deducible of record," cannot be made to embrace this title in equity by resulting trust, it must be excluded by construing the phrase, "deducible of record," to apply to each link in the chain. This I do not think is the sense of the provision. If the foundation, source, or beginning of the title under which the party claims and enters, is of record * * * then it is "deducible of record" to every person who can connect himself with it by such proofs as are competent for any purpose to establish the kind of title under which he claims. * * * Although an equity link would not sustain an ejectment suit * * * it may defeat it, and so may be put in by parol evidence, when it is of a character to be established by that character of parol: and I have shown that a resulting trust is an express exception from the statute of frauds. In Poage's heirs vs. Chinn's heirs, above referred to, the Court gave a like construction to their act, as only requiring title from the commonwealth to be of record, and the remainder of the chain as the nature of the title should require."

It will appear to the Court, by the defense sought to be made through and under the act of 1835, that the parties defendant, and those through and under whom they claim, have resided upon the premises in controversy for more than seven successive years prior to the bringing of these suits (see printed record, page 49, item 10), as follows: "Defendants, the Court says, had resided upon said land, claiming under said title by deeds purporting to convey in fee to them, and had been in actual possession thereof by residence, claiming said title, for seven successive years prior to the commencement of the suits in this case."

The title, therefor, in the record and the proof makes out a clear defense under the Illinois limitation act of January 17, 1835, and, as will now be shown, also under first section of act of March 2d, 1839.

The Court will see (p. 30, printed record) a copy of section 1 of an act of the Legislature of the State of Illinois, approved March 2d, 1839, entitled, "An Act to quiet possessions and confirm titles to land." That statute, in substance, provides that every person in the actual possession of land, under claim and color of title, made in good faith, who for seven successive years after the passage of said act continued in such possession, and paid all taxes legally assessed on such lands, should be held to be the legal owner of the land to the extent and according to the purport of his paper title. Said statute further provides, in substance, that all persons holding under such possession by purchase, devise, or descent, who continue to pay taxes for said seven years, so as to complete the possession and payment of taxes for said term, shall be entitled to the benefit of said act.

The record and deeds offered in evidence, I have urged, show title in the defendants; they also show a defense on behalf of the defendants under the said act of 1835. They very clearly make out in connection with possession and payment of taxes, a defense under the said first section of the said act of 1839.

On pages 35, 36, and 37, printed record, there will be found the deed of J. H. Baker to Wm. H. Neece for the North-west quarter of Section 10, Township 6 North, Range 2 West, in said McDonough County, dated May 20, 1857.

On pages 38, 39, and 40 of said record, there will be found Baker's deed to Neece for the North-east quarter of Section 10, in said county, also dated May 20, 1857; both these deeds were executed by Baker as the administrator of James D. Wadsworth, deceased.

On page 41 of printed record will be found a deed from W. H. Neece to Charles Chandler for the North half of said Section 10, including all the land in controversy.

On page 47 of said record it will be seen that Charles Chandler, as has been heretofore shown, sold all of said North half of said Section 10, to Wm. Swan, John H. Lewis, and Richard Lowe, by written contract, dated 8th September, 1857, for a consideration amounting to $4000, with interest as therein specified. This contract was executed, as shown by the record, by one David P. Wells, who is admitted, in said record, page 49, to have been the general agent of said Chandler. It appears in evidence in said record, page 50, that defendants and those through whom they claim paid Chandler in principal and interest $5000 for said land, without any notice on the part of Swan, Lewis, or Lowe, or any defendants in this suit, of any error

or irregularity in said proceedings. It further appears from the proof, page 49, that defendants and those through and under whom they claim had paid all taxes assessed against and due upon said land for seven successive years prior to the commencement of this suit, to-wit, for the years 1858, 1859, 1860, 1861, 1862, 1863, and 1864. Said taxes having been paid to the proper officers authorized to receive and receipt for the same, during said respective years.

It is also in proof, page 49, that defendants and those through and under whom they claim in all of these suits, had resided upon said land, claiming under said title by deeds purporting to convey in fee to them, and had been in actual possession thereof by residence, claiming under said title, for seven successive years prior to the commencement of any of these suits.

The act of 1839 does not require a residence on land, it merely requires possession, but it will be found on an examination of the record in this case that the parties defendant not only possessed the land in controversy by occupation, but lived upon it. They clearly have brought themselves within the provisions of the acts of 1835 and 1839.

The Supreme Court of Illinois in a very able decision delivered by Chief Justice Scates, in the case of Woodward vs. Blanchard, 16 Ill., p. 433, define "color of title," as applicable to said act of 1839, thus, "A grant from the State was held to be "color of title," and color and claim under it is adverse, and a possession under such title for seven years would be good under the statutes of limitation. This is equally true, whether the grant be voidable or void.

Moody vs. Flemming, 4 Ga., 118-120.

A deed void for the fraud of the vendor may still give "color of title" to an adverse possession in a vendee not implicated in the fraud to support and protect him under the statute of limitations. The bar of the statute is acknowledged to originate in wrong."

Bradstreet vs. Huntington, 5 Peters, 446.
Gregg vs. Lessee of Sayre and wife, 8 Peters, 253.
Lessee of Ewing vs. Burnett, 11 Peters, 53-54.

In which it is held that "color of title" may be derived from a void deed. See also,

Angel on Limitations, 435.

In Massachusetts it has been held that a parol gift of land may be sufficient to support an adverse possession.

Sumner vs. Stevens, 6 Metcalf. 33-37.
2 Metcalf, 32.

Although the grantee may be under a mistake in supposing his grantor had title, yet such conveyance may confer good color of title upon him.

Bogardus vs. Trinity Church, 4 Paige, 200.

The New York Courts have held that void and defective titles are sufficient color to support an adverse possession. They have also held that the rule in relation to notice sufficient to put a party upon

enquiry, does not apply to persons who claim under the statute of limitation.

Clapp vs. Bromaghan, 9 Cowan, 558.

An executory agreement will support possession as adverse, and give "color."

Ibid., 556.
Jackson vs. Todd, 2 Caine, 183.
Jackson vs. Harder, 4 Johnson, 208.
Riggs vs. Dooley, 7 B. Monroe, 238.
Taylor vs. Buckner, 2 A. K. Marshall, 19.
Roberts vs. Sanders, 3 *ibid.*, 329.
Overfield vs. Christy, 7 Searg & Rawle, 174.
McCall vs. Neeley, 3 Watts, 70.
Lawrence vs. Hunter, 9 *ibid.*, 73.
Watson vs. Gregg, 10 *ibid.*, 295.
Ash vs. Ashton, 3 Watts & Seargent, 513.
Patterson vs. Reigle, 4 Penn. State, 214.
Waggoner vs. Hastings, 5 *ibid*,. 302.
Dikeman vs. Parish, 6 *ibid.*, 219.
Fitch vs. Marsh, 8 *ibid.*, 507.

The learned Judge further says in the case of Woodward vs. Blanchard: "Many additional authorities might be added in support of the same principles. Many of the decisions have been upon claim and color of title under statutes of limitation, reducing the periods to two, five, and ten years, etc., and under which claim and color of title have been discussed and treated as the same, that it was under the statutes of twenty years, I have met no authority that would require a different construction. General principles would not only justify, but require us to say that the legislature intended to and did use the terms in their common, legal, and fixed sense, as settled by decisions."

Woodward vs. Blanchard is the leading case in Illinois construing the first section of the limitation law of 1839.

The Supreme Court of Illinois has never modified or changed the construction put upon the act of 1839, since that decision. The case of Woodward vs. Blanchard overruled the case of Irving vs. Brownell, 11 Ills. 412. That case decided that color of title must be *prima facie* title, while as the Court will see the case of Woodward vs. Blanchard, 16 Ills., 430, decides that the act of taking possession, if otherwise unexplained, will be referable to the paper title, and understood as making claim under it. Color of title may be made through conveyances, or bonds and contracts, or bare possession under parol agreements. Nor, as the Court say, is it important whether the title be weak or strong under general statutes.

"Color of title is acquired to establish an adverse possession, commenced by disseizin of the rightful owners, with a claim to the land." Defects in the title may not be urged against it as destroying color.

The case of Langworthy vs. Baker, 23 Illinois, 487, will no doubt be referred to.

The case never gave satisfaction to the bar, and has been over-

ruled by the Supreme Court of Illinois. It was however a writ of error, prosecuted to reverse the proceedings in the case, and the errors assigned were many of them well taken. The objections to the record offered in this case are made in a collateral proceeding, and are made against innocent purchasers for value paid by them. The record relied upon in this case is neither void nor voidable, and has never been reversed on error.

No similarity can be shown between the Langworthy case and the present record.

The case of Iverson et al. vs. Loberg, 26 Ills., 179, was an action of Ejectment, Plaintiffs claimed as heirs of Iverson — defendants claimed under an administrator's sale as the property of Iverson, deceased. The Supreme Court of Illinois in that case say, "That sale was no doubt an outrage, and we should, as at present advised, not hesitate to reverse the proceeding, were it directly before us. It comes up collaterally. We cannot disregard that proceeding, unless it was void for want of jurisdiction * * * The petition stated enough to require the Court to act *in* the premises. * * That was sufficient to give the Court jurisdiction, and whatever was done under it, was not in the exercise of a usurped power, but of one conferred by law. And although the court may have exercised that power erroneously, its orders and decisions are binding until reversed. If we are to look into any errors in that proceeding, it must be brought before us by writ of error."

The Langworthy case was decided at the January term, 1860; the case of Iverson et al. vs. Loberg et al. at the April term, 1861.

Again, in the case of Stowe et al. vs. Kimball et al., 28 Ill., p. 107, April term, 1862, it is said "that this petition and notice gave the Court jurisdiction of the subject matter and of the parties interested in the real estate, we are satisfied. The Court was thus properly called upon to hear, to consider, and to decide upon the matter, and when it has so decided, that decision is valid and binding everywhere, until it is reversed on direct proceeding by a superior court. In this collateral action we cannot enquire whether such a case was made out before the Court, as justified its decree. If the Court acted without proof, or even if it were affirmatively shown that there were no debts to be paid out of the proceeds of the real estate, still we could not for that reason treat the decree as void. As before remarked, it is binding till reversed upon a direct proceeding for that purpose. * * * It seems to be the intention of the statute to hold the sale valid wherever there is a valid decree ordering the sale. Section 106, Statute of Wills, Illinois, says that if any executor or administrator, who shall be ordered to make sale of real estate as aforesaid, shall sell the same contrary to the provisions of this chapter, he shall forfeit five hundred dollars, provided, that no such offense shall be deemed to affect the validity of such sale. This supersedes the necessity of enquiring whether the administratrix followed strictly the direction of the statute in making the sale."

This same case was afterwards reconsidered on a petition for rehearing, (see 28 Ill., page 110,) and fully *re-affirmed*. On page 111, it it said: "The Court had complete jurisdiction of the matter, and in the exercise of that jurisdiction it decreed that all of the lands mentioned in that petition * * * should be sold to pay the debts of the estate. * * Here was jurisdiction in the Court

to make this decree. It furnished authority to the administratrix to make the sale. It may have been an erroneous decree, but it was not void. To hold that every purchaser at such a sale shall go and see that in truth there are debts owing by the estate sufficient to require the sale of the particular land, at the peril of getting nothing by his purchase, would drive all prudent men from such sales, and leave only sharpers and speculators as purchasers, and enable them to get the lands at mere nominal prices, or at least at most ruinous sacrifices. No surer plan could possibly be devised to make estates insolvent, and to fritter away the real estate of heirs and devisees."

If then this Court examine the record offered in evidence for the defense as showing title in fee, such title is made out and is shown now to rest in innocent purchasers for value.

If the record is relied upon as a defense under Limitation Act of 1835, above referred to, it is clearly title deducible of record, and residence for seven successive years on the disputed premises is proved and admitted to have existed, and thus the bar is complete under the act of 1835.

If the record and deeds are relied on as claim and color of title under first section of act of 1839, they are sufficient — the parties connect themselves with the sale, they prove payment of taxes and occupation for seven successive years prior to suit brought, and also show that they paid in good faith full value for the land.

It would seem impossible to make out a clearer defense.

The printed record shows no assignment of errors. I have argued the case as if the general error was assigned, "Error of the Court in deciding the issue joined in favor of the defendants," and in advance I have joined in error.

The case having been tried by written stipulation without a jury, no other error is presented in the record. The interest of parties does not require any technical delay. The case is fully presented in this record.

JACKSON GRIMSHAW,

Attorney for Defendants in Error.

Supreme Court of the United States.

DECEMBER TERM, 1868.

MOSES WARING

VS.

CITY OF MOBILE.

P. PHILLIPS,
Counsel for Appellees.

Washington:
INTELLIGENCER PRINTING HOUSE,
401 and 403 D Street, near 7th.
1869.

In the Supreme Court of the United States.

DECEMBER TERM,—1868.

MOSES WARING
vs.
CITY OF MOBILE. } *No.* 128.

The appellant, a merchant residing in the city of Mobile, complains of a tax levied under State authority of "50 cents upon each and every hundred dollars gross proceeds of sales."

The law, in its application, is general, but he claims to be exempt from its operation by the peculiar nature of his business.

The limits of the port of Mobile are thus defined by the act of 22d July, 1813. (3 Stats., 35.)

"The town of Mobile shall be, and is hereby established the sole port of entry for the district, including the shores, waters, inlets of the bay and river Mobile, and of the other rivers, creeks, and inlets, and bays emptying into the Gulf of Mexico, east of the said river Mobile, and west thereof to the eastern boundary of the State of Louisiana."

"Inside of the outer bar of Mobile Bay is the port of Mobile, (testifies Captain Warner, of the Revenue Service,) such are the instructions from the Treasury Department. (p. 79.)

The largest merchant ships seek this port for cargoes of cotton. The course of trade is such that these vessels enter this port in ballast. There are shoals which prevent them from going up to the wharves of the city, and they consequently anchor in the bay from 20 to 25 miles of the city, and load and unload by the use of smaller craft, known as lighters.

Instead of the ordinary ballast these vessels find it to their interest to bring salt in sacks, which generally contain about four bushels. Mobile is thus made a large salt market, and the appellant appears to have confined his business to dealing in this article.

The character of the business, which is supposed to maintain the claim for exemption from State taxation, is thus stated by the witnesses:

"George W. Owen.—The sales to Waring are sometimes made before and sometimes after the arrival of the ship in the bay of Mobile." The sale is always before the cargo is entered for the payment "of duty." "No vessel, from which we have sold, has ever come nearer to the city than the anchorage in the lower bay. We sell deliverable in the bay alongside the ship—Waring assuming the risk and expense of transportation to the city from the moment of its reception on board his barge or lighter. In many instances, when we have not had on hand, sufficient idle funds to pay the duties, we have called upon him for an advance of the purchase money. In other cases we have paid the duties without having recourse to him. But in either case the duties so paid are charged on the sales."

"Our terms of sale are cash on *delivery* from the ship in the bay, and in the event of loss or damage of the salt at sea, Mr. Waring, of course, could not be the loser, but the loss would fall on the shipper or underwriters." p. 38, (answer to 9th cross-interrogatory.)

A. I. Ingersol, p. 41. "The manner of our dealing with him (Waring) is as follows: The purchase is made by him of the salt—it is then entered at the custom-house, and a deposit made for the payment of duties, when the amount thereof shall have been ascertained a permit is then given by the custom-house, and an officer sent down to the ship to discharge her; after the discharge of the vessel, and the arrival of the salt in the city, the weight is ascertained, the

duty adjusted and paid, and our bill then sent to Mr. Waring." And on p. 43, he says: "The salt has been in all instances subject to Mr. Waring's orders and disposal as soon as our contract of sale has been closed, but *his risk does not commence until the salt is out of the ship* and on board the lighter."

And in answer to the 9th cross-interrogatory, whether if the salt had been lost or damaged at sea, before delivery to Waring, on whom would it have fallen? He says: "By the terms of my contracts it would have been the ship's loss."

A further illustration of the character of these transactions is found in the agreement with Flood. p. 60.

"I have this day sold to Mr. M. Waring a cargo of salt per 'city of Melbourne,' consisting of 500 tons, (10 to the ton,) or 5,000 sacks, delivered from the ship in Mobile bay, at $1 40 United States Treasury notes per sack, cash. Salt to be delivered in half-bleached sacks, and to be paid for on receipt of delivery. Mr. Waring to deduct the amount of duties at the rate of 135 for gold."

This is the appellant's own statement of his case.

In all instances, whether his agreement was made before the ship's arrival in the bay or after, the property was never at his *risk* until it was *delivered to him in his barge or lighter.*

Until this delivery neither the weight nor number of sacks could be ascertained so as to determine what he was to pay for.

It is therefore evident that the title to the salt was never divested out of the consignee and vested in the appellant until this delivery occurred.

"Where merchandise is not sold 'en bloc,' but by weight, count or measure, the sale is not perfect, and the thing sold remains at the risk of the seller until they are weighed, counted, or measured." (1 Troplong Com., De la Vente, 86–88.)

This principle of the civil law is fully recognized in the courts of Alabama. (Magee vs. Billingsly, 3 Ala., 689.)

Again, the risk is attached to the ownership; and as this risk did not arise until delivery the ownership is attendant on it.

It is evident that these agreements are not to be considered under the head of bargain and sale, but as mere executory contracts or agreements to sell. The salt was to be delivered before any liability attached. The risk of loss or damage until that event were with the sellers. The delivery was a condition precedent to the consummation of the sale.

Res perit domino—The owners suffers the loss. When we ascertain where the loss falls we ascertain where the ownership is. (Tarling vs. Baxter, 6 B. & C., 360. Summers vs. Swift, 5 B. & C., 87.)

The substance and legal effect of all these transactions is no more than this: We expect to arrive certain ships containing salt, for such a price we agree to deliver the same to your lighter in the Bay of Mobile.

So far, therefore, as the exemption may be supposed to rest on his ownership of the salt prior to its entry for duty, the proof fails him.

The act of Congress 1799, chap. 36, 62, designates specifically who are considered as importers and entitled to make entry of merchandise, It limits this right to the "owner or original consignee, or in his absence or sickness his agent or factor."

Thus in the case of importation by Wolf & Smith attachments were levied prior to the entry and the boarding by the inspector. The sheriff offered to pay the duties. This was held to be inadmissible. (Harris vs. Dennie, 3 Pet., 272.)

In the case of United States vs. Lyman Lovejoy, as purchaser, had been permitted to give bond for duties and make the entry, but this was held to be illegal, and the importer was held liable for the duties, notwithstanding Lovejoy's bond. (1 Mas., 500.)

Who then is exempted from State taxation? What is the extent of the constitutional provision prohibiting the States from laying "any imposts or duties on imports?"

In Brown vs. State of Maryland the question arose on a statute requiring "all importers of foreign merchandise to take out a license for which they shall pay $50."

It was held that this act was within the prohibition, because the right to import an article carries with it the right to sell it. "The object of importation is sale; it constitutes the motive for paying the duties, and if the United States possess the power of conferring the right to sell, as the *consideration for which the duty is paid*, every principle of fair dealing requires that they should be understood to confer it."

Again: "This state of things is changed if the importer sells them." In the former case the act "denies to the importer the right of using the privilege which he has purchased from the United States until he shall also have purchased it from the State." If "he has used the privilege he has purchased, and has himself mixed them up with the common mass, the law may treat them as it finds them.

The Court, referring to the necessity of marking by definite limits the extent of this prohibition, say that this must be done as the cases arise, but that it is sufficient to declare generally "that when the importer has so acted upon the thing imported that it has become incorporated with the mass of property in the country, it has perhaps lost its distinctive character as an import, and become subject to the taxing power of the State; but while remaining the *property of the importer* in his warehouse, in its original form and package," it is exempt.

This is stated by the court to answer "the sound principles of construction" which required "that there must be a point of time when the prohibition ceases, and the power of the State to tax commences."

In the license cases—Taney, C. J., again states the true

boundary of this prohibition. The State "cannot by direct assessment, or by requiring a license from the importer, impose any burthen upon him or the property imported; but when the original package was broken up by the importer for use or retail; and also *when the commodity has passed from his hands into the hands of the purchaser, it ceased to be an import.* (5 How., 574.)

And in the same case, McLean, J., says: "Under the decision in Brown *vs* Maryland, it is admitted that the license acts cannot operate upon the right of the importer to sell. But after the import shall have passed out of the hands of the importer, whether it remains in the original packages or be broken up, it becomes mingled up with the other property of the State and is subject to its laws."

The foundation of this principle is, "that while the goods are in the hands of the importer in the form and shape in which they were brought into the country, they can in no just sense be regarded as a part of that mass of property usually taxed for the support of the State government." If the appellant is but a purchaser from the importer he can only avail himself of the exemption by maintaining that the States cannot tax an article imported as long as it remains in its original package.

To do this he must overthrow the decisions quoted which confine the exemption to the importer himself.

If he can maintain the exemption it would equally apply to every sub-purchaser. Five thousand sacks of salt may be sold by him to 5,000 persons in all parts of the State, and each would be equally beyond State authority.

It is insisted by the appellant that the whole extent of the cases cited is to declare that imports are not taxable by State authority while they remain in their original shape, and that what is said as to their remaining in the hands of the importer was not intended to be a decision as to the boundary of the power.

But the express language of the court shows the fallacy of this assumption.

The right to import is purchased from the Government for a consideration, and carries with it the right to sell, but this consideration is paid by the importer, and the right to sell is guaranteed to him alone. So if the article is permitted to be imported free of duty, the guarantee of the Government that goods might be thus imported equally, confers the right to sell free of State tax; but that guarantee is conferred on the importer alone. In either case the pledge of the Government is fulfilled when the importer disposes of his property.

On the theory contended for, it is clear that there are a double set of persons claiming exemption under the same transaction. None of the importers or consignees who sold to the appellant are taxable by the State. Why? Because they are importers, and therefore directly within the decision of Brown vs. State of Maryland, and yet those who purchase these cargoes or a portion of them, also claim exemption, on the ground that as the merchandize was imported and remains in their hands in unbroken packages, they are still to be regarded as "imports."

It is very evident that some time must be fixed when the article ceases to be an import; and if the rule laid down in the cases which limits it to the sale by the importer be not the true one, then no other rule can be adopted than the one that as long as the article remains in the form in which it is imported, it is freed from State authority.

We cannot consider the import as disconnected from the importer, one cannot exist without the other. In Brown vs. Maryland it was contended, that as the tax was levied on the importer, it was not a tax on "*imports*," but this was overruled. So a tax on imports would, in like manner, be held a tax on the *importer*. In other words, the substantive thing intended to be protected, is the right of any one to

bring merchandize into the State, and to sell the same free of State intervention. When this right has been exercised there is no longer either impost or import. It is thus made evident that the exemption from State authority is conferred on the individual who introduces the article and pays the duties.

The theory of the appellant, that while the merchandise remained in unbroken packages, it is to be regarded as an import without reference to the question who imported it, is expressly overrlued in the recent case of Pervear vs. The Commonwealth, where the court holds, "that the circumstance that the State law applies to merchandise in original packages is wholly immaterial; that this circumstance is only available to the importer—merchandise in original packages once sold by the importer is taxable as other property." 5 Wall., 479.

P. PHILLIPS,
For Appellees.

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3 Keys. 374 —